

TODAY THE TOP 70 SHOE MANUFACTURING FIRMS RATED IN 1959 DOLLAR SALES

YEAR END	COMPANY**	DOLLAR SALES		AMOUNT OF CHANGE 1958-59	% CHANGE 1958-59	DOLLAR SALES RATING	
		1958	1959			1958	1959
11/1	International Shoe Co.	\$244,300,000	\$283,260,000	\$38,960,000	15.9	1	1
11/1	Turner Shoe Co.	239,903,734	276,549,164	36,645,430	15.3	2	2
11/1	U.S. Dress	218,118,015	276,422,000	58,303,985	26.7	3	3
11/1	Scott Johnson Corp.	134,533,748	146,099,113	11,565,365	8.6	4	4
11/1	U.S. Corp. of America ¹	107,200,000*	117,100,000*	9,900,000	8.3	5	5
11/1	S. Shoe Corp.	45,316,519	50,858,933	5,542,314	12.2	6	6
11/1	J. McElwain	37,970,394	39,000,000	1,029,606	2.7	7	7
11/1	Wedge-Terry Shoe Corp.	27,064,409	30,342,704	3,278,295	12.1	8	8
11/1	W. Bros. Shoe Mfg. Co.	23,830,000*	25,150,000*	1,320,000	5.5	9	9
11/1	Consolidated Nat'l. Corp.	20,823,000	22,864,000	2,041,000	9.8	10	10
11/1	W. Bros. Shoe Mfg. Co.	20,130,000	22,431,000	2,301,000	11.4	11	11
11/1	W. Bros. & McCarthy, Inc.	18,837,000*	20,930,000*	2,093,000	11.0	14	12
11/1	W. Bros. Shoe Corp.	19,050,000*	19,885,000*	835,000	4.4	13	13
11/1	W. Bros. Shoe Mfg. Co.	19,500,000	19,300,000	-200,000	-1.0	12	14
11/1	W. Bros. Shoe Mfg. Co.	16,349,709	18,140,000*	1,790,291	10.3	15	16
11/1	W. W. Newberg Shoe Mfg. Co.	15,539,000	17,189,300	1,650,300	10.6	16	17
11/1	W. Bros. Shoes, Inc.	12,000,000	16,000,000	4,000,000	33.3	22	18
11/1	W. Beck Co.	14,140,000*	15,850,000*	1,510,000	10.7	18	19
11/1	West H. Weinbrenner Co.	15,300,000*	15,355,000*	55,000	0.4	17	20
11/1	W. Bros. Shoe Co.	14,100,000*	15,050,000*	950,000	6.7	20	21
11/1	W. Bros. Shoe Co., Inc.	12,870,000*	14,460,000*	1,590,000	12.4	25	22
11/1	W. Bros. Shoe Co.	11,047,000*	13,787,000*	2,740,000	24.8	21	23
11/1	W. Bros. Shoe Co.	12,135,000*	13,050,000*	915,000	7.5	24	24
11/1	W. Bros. & Country Shoes, Inc.	11,647,511	12,997,708	1,350,197	11.6	23	25
11/1	W. Bros. Shoe Mfg. Co.	11,920,000*	12,690,000*	770,000	6.5	23	26
11/1	W. Bros. Shoe Companies	10,125,000*	11,300,000*	1,175,000	11.6	27	27
11/1	W. Bros. Footwear, Inc.	9,123,000*	11,122,000*	1,999,000	21.9	33	28
11/1	W. Bros. Shoe Co.	10,171,328	10,935,000*	763,674	7.5	26	25
11/1	W. Edwards Shoe Co.	9,387,000*	10,325,700*	938,700	10.0	29	30
11/1	W. Edwards Shoe Co.	9,240,000*	10,100,000*	860,000	9.3	30	31
11/1	W. Edwards Shoe & Tanning Corp.	9,568,000*	10,080,000*	212,000	2.1	29	32
11/1	W. Bros. Footwear Corp.	8,156,296	9,812,440	656,144	7.2	31	33
11/1	W. Bros. Shoe Mfg. Co., Inc.	8,770,000*	9,745,000*	975,000	11.1	34	34
11/1	W. Morris-Maybury Shoe Co.	9,140,100	9,431,900	291,800	3.2	32	35
11/1	W. Morris-Bristol Shoe Mfg. Corp.	7,933,562	9,002,502	1,068,940	13.5	35	36
11/1	W. Bros. Footwear, Inc.	7,610,000*	8,450,000*	840,000	11.0	38	37
11/1	W. Morris Shoe Co.	7,706,500	8,441,100*	534,600	6.8	36	38
11/1	W. Morris Shoe Co.	7,720,000*	8,080,000*	360,000	4.7	37	39
11/1	W. Morris Shoe Co.	7,248,950	7,938,915	689,965	9.5	41	40
11/1	W. Morris Shoe Mfg. Co.	7,394,700*	7,850,000*	455,300	6.2	40	41
11/1	W. Morris Junior Shoe Co.	6,740,000*	7,600,000*	860,000	12.8	43	42
11/1	W. Morris' Ideal Baby Shoe Co.	7,445,000*	7,583,000*	118,000	1.6	39	43
11/1	W. Morris' Ideal Baby Shoe Co.	6,930,000*	7,425,000*	495,000	7.1	42	44
11/1	W. Morris' Ideal Baby Shoe Co.	6,483,778	7,451,497	967,721	14.9	44	45
11/1	W. Morris' Ideal Baby Shoe Co.	6,020,000*	7,150,000*	1,130,000	18.7	46	46
11/1	W. Morris' Ideal Baby Shoe Co.	5,875,000*	6,600,000*	725,000	11.0	47	47
11/1	W. Morris' Ideal Baby Shoe Co.	6,045,000*	6,500,000*	455,000	7.5	45	48
11/1	W. Morris' Ideal Baby Shoe Co.	5,510,000	6,012,000	502,000	9.1	48	49
11/1	W. Morris' Ideal Baby Shoe Co.	5,100,000*	5,800,000*	500,000	9.8	49	50
11/1	W. Morris' Ideal Baby Shoe Co.	4,200,000	5,510,000	1,310,000	31.2	55	51
11/1	W. Morris' Ideal Baby Shoe Co.	4,067,000*	5,510,000*	1,443,000	35.5	57	52
11/1	W. Morris' Ideal Baby Shoe Co.	3,800,000	5,200,000	1,400,000	36.9	50	53
11/1	W. Morris' Ideal Baby Shoe Co.	4,685,000*	5,100,000*	435,000	9.3	51	54
11/1	W. Morris' Ideal Baby Shoe Co.	4,402,000	5,060,000	658,000	14.9	53	55
11/1	W. Morris' Ideal Baby Shoe Co.	4,810,000*	5,050,000*	240,000	5.0	50	58
11/1	W. Morris' Ideal Baby Shoe Co.	4,520,000*	4,900,000*	380,000	8.4	52	57
11/1	W. Morris' Ideal Baby Shoe Co.	4,177,000	4,530,000	353,000	8.4	54	58
11/1	W. Morris' Ideal Baby Shoe Co.	4,300,000	4,510,000	210,000	4.9	54	59
11/1	W. Morris' Ideal Baby Shoe Co.	4,065,000	4,500,000	435,000	10.7	58	60
11/1	W. Morris' Ideal Baby Shoe Co.	3,820,000*	4,150,000*	330,000	8.6	59	61
11/1	W. Morris' Ideal Baby Shoe Co.	3,784,000*	4,020,000*	236,000	6.4	61	62
11/1	W. Morris' Ideal Baby Shoe Co.	3,690,000*	3,980,000*	290,000	7.9	62	63
11/1	W. Morris' Ideal Baby Shoe Co.	3,244,000	3,855,000	611,000	12.4	65	64
11/1	W. Morris' Ideal Baby Shoe Co.	3,490,000	3,750,000	260,000	7.4	63	65
11/1	W. Morris' Ideal Baby Shoe Co.	3,380,000*	3,490,000*	110,000	3.2	64	66
11/1	W. Morris' Ideal Baby Shoe Co.	2,840,000*	3,380,000*	540,000	19.0	66	68
11/1	W. Morris' Ideal Baby Shoe Co.	2,727,446	3,275,495	548,049	20.1	67	67
11/1	W. Morris' Ideal Baby Shoe Co.	2,020,000	3,028,000*	1,008,000	49.9	69	68
11/1	W. Morris' Ideal Baby Shoe Co.	2,570,000*	2,765,000*	195,000	7.6	70	70
11/1	W. Morris-Hamilton Co., Inc.	1,710,000*	2,312,000*	602,000	35.2	70	70
TOTALS: Top 70 Firms....	\$1,506,949,795	\$1,606,952,471	\$220,102,686	13.9			

Estimated (Note: Recorder estimates may be accepted as reliably close to actual sales.)

In almost all cases, company figures include those of affiliated firms and company-owned stores.

1 Does not include A. B. Beck or Canadian subsidiaries.

Note: To be eligible for inclusion in the above list, a company must first qualify for the top 70 firms on the basis of volume.

But some firms, not on the above list, would qualify on dollar sales, but not on volume output.

**COLOR
• MATERIAL**

TYPE

SOLE OR HEEL HT

HISTORY OR RECOMMENDATION

744

[fol. 180E(2)]

[fol. 181E]

COMMISSION EXHIBIT 99.



date Prepared _____
For Month of _____

**BROWN FRANCHISE STORE
MONTHLY MATERIAL
AND BOARD REPORT**

Store _____
Location _____

(Women, Growing Girls, Teenage Only)

[fol. 182E]

We have carefully analyzed this report and have taken the following action in our store.

COMMENTS: _____

OTHER BRANDS

BRAND	SOLD	BALANCE ON HAND

Please fill out this report complete no later than 10th of month - showing unit sales previous month and balance on hand, end of month (Actual Stock Count) for each classification listed.

List action other brands in space provided.

Please fill out report in duplicate. Keep original for your records and merchandising purposes. MAIL DUPLICATE TO YOUR FRANCHISE FIELD-MAN AT ONCE.

showing action is

BALANCE ON HAND

Month - showing un
real Stock Count) forrecords and merch
AT ONCE.

REPORT NO. _____

PERIOD ENDING 19____

STORE NAME _____

TOWN _____

STATE _____

PERPETUAL INVENTORY

	SHOES AND PHINNEDS	HOSIERY AND BAGS	PHINNEDS	HOSIERY AND BAGS	PHINNEDS	BALANCE
	PAIRS	UNITS	PAIRS	UNITS	PAIRS	VALUE
BALANCE FROM PREVIOUS REPORT						
ADD TRANSFERS IN						
MERCHANDISE RECEIVED						
TOTAL						
LESS CREDITS MADE RETURNED						
BALANCE						
LESS TRANSFERS OUT						
BALANCE						
LESS CASH SALES CASH AND CHARGE						
BALANCE TO NEXT REPORT						

ACCOUNTS RECEIVABLE RECONCILIATION

BEGIN NO. _____

CHARGE SALES

INCLUDING TAX

TOTAL.....

LESS AMOUNT COLLECTED.....

END OF NO._____

TAX RECONCILIATION

EXCISE TAX

BEGIN NO. _____

FROM CASH SALES

FROM CHARGE SALES

TOTAL.....

PAID.....

END OF NO._____

SALER TAX

FROM CASH SALES

FROM CHARGE SALES

TOTAL.....

PAID.....

END OF NO._____

PROFIT AND LOSS SECTION

'INCLUDE COST SALES OF SHOES AND FINDINGS BOTH CASH AND CHARGE ON ONE LINE. SAME APPLIES TO HOSIERY AND BAGS.

SELLER OF SHOES AND FINDINGS (CASH)

" " SHOES AND FINDINGS (CHARGE)

" " HOSIERY AND BAGS (CASH)

" " HOSIERY AND BAGS (CHARGE)

TOTAL SALES

LESS SALES AT COST

GROSS PROFIT

EXPENSE (TOTAL A AND B)

OPERATING GAIN OR LOSS

ADD DISCOUNTS AND OTHER INCOME

NET GAIN OR LOSS

SELLER OF SHOES AND FINDINGS (CASH)

" " SHOES AND FINDINGS (CHARGE)

" " HOSIERY AND BAGS (CASH)

" " HOSIERY AND BAGS (CHARGE)

TOTAL SALES

LESS SALES AT COST

GROSS PROFIT

EXPENSE (TOTAL A AND B)

OPERATING GAIN OR LOSS

ADD DISCOUNTS AND OTHER INCOME

NET GAIN OR LOSS

INVOICE REGISTER EXPENSES

S. S. TAX W. H. TAX

EXPENSES NOT CASH \$

PARCEL POST

ADVERTISING

INSURANCE

SUPPLIES

MISCELLANEOUS

TOTAL.....

PAID OUT.....

END OF NO._____

INCOME TAX

BEGIN NO. _____

RESERVE FOR MONTH

TOTAL.....

PAID OUT.....

END OF NO._____

MISCELLANEOUS ITEMS

BEGIN NO. _____

COLLECTED.....

TOTAL.....

PAID OUT.....

LIABILITIES	
SHOES AND PHINNEDS (ALL DIVISIONS)	OTHERS
BALANCE FROM PREVIOUS REPORT	HOSIERY BAGS
INVOICES RECEIVED THIS PERIOD	TRANSFERS IN
TOTAL	TRANSFERS OUT
LESS CASH RECEIVED NEXT PERIOD	

BALANCE	
LESS DISCOUNTS	
BALANCE	
LESS PAYMENT	
BALANCE	

THIS MONTH		NO. WEEKS		SAME MONTH LAST YEAR NO. WKS	
		RETAIL	"COST	RETAIL	"COST
SELLER OF SHOES AND FINDINGS (CASH)					
" " SHOES AND FINDINGS (CHARGE)					
" " HOSIERY AND BAGS (CASH)					
" " HOSIERY AND BAGS (CHARGE)					
TOTAL SALES					
LESS SALES AT COST					
GROSS PROFIT					
EXPENSE (TOTAL A AND B)					
OPERATING GAIN OR LOSS					
ADD DISCOUNTS AND OTHER INCOME					
NET GAIN OR LOSS					

THIS PERIOD TO DATE		NO. WKS		SAME PERIOD LAST YEAR NO. WKS	
		RETAIL	"COST	RETAIL	"COST
SALER OF SHOES AND FINDINGS (CASH)					
" " SHOES AND FINDINGS (CHARGE)					
" " HOSIERY AND BAGS (CASH)					
" " HOSIERY AND BAGS (CHARGE)					
TOTAL SALES					
LESS SALES AT COST					
GROSS PROFIT					
EXPENSE (TOTAL A AND B)					
OPERATING GAIN OR LOSS					
ADD DISCOUNTS AND OTHER INCOME					
NET GAIN OR LOSS					

CASH ACCOUNT

CASH ON HAND AND IN BANK FROM PREVIOUS REPORT		ADD CASH SALES FOR PERIOD		CASH EXPENSES (LIST IN DETAIL)		TOTAL	
RENT				RENT			
SALARIES—OWNERS \$				" OTHERS \$			
FREIGHT AND EXPRESS				ADVERTISING			
ADVERTISING				SUPPLIES LIGHT			
RESERVE ITEMS				HEAT WATER PHONE			
INCOME TAX RESERVE				INSUR. TRAVEL			
PIXURE DEPRECIATION				MISCCELL. TAXES			
AMORT. LEASEHOLD				Paid—BROWN SHOE CO.			
(C) TOTAL				" OTHERS			
DEDUCT CREDITS				" HOSIERY AND BAGS			
PRF. AND EXP.				" TRANSFERS IN			
MISC.				" EXCHG TAX			
				" SALES TAX			
				" S. AND W. H. TAXES			
				" INCOME TAX			
				" MISCELLANEOUS ITEMS			
				" BANKS AND INDIVIDUALS			
				TOTAL (B)			
				CASH ON HAND AND IN BANK END OF PERIOD			

PROOF

	BEGINNING OF PERIOD	END OF PERIOD	END OF PERIOD LAST YEAR
SHOE STOCK			
HOSIERY & BAGS			
CASH			
LEASEHOLD IMPROVEMENTS			
ACCOUNTS RECEIVABLE			
DEPOSITS AND PETTY CASH			
OTHER ASSETS			
FIXTURES			
TOTAL			
LESS LIABILITIES			
EQUITY			
ADD PROFIT FOR PERIOD OR SUBTRACT LOSS			
NET WORTH ADJUSTMENT			
NET WORTH END OF PERIOD			
IMPORTANT—"NET WORTH END OF PERIOD" IN FIRST COLUMN MUST EQUAL "NETWORTH" IN SECOND COLUMN.			

PAIRAGE CONTROL

WOMEN'S DRESS TYPES 1&2 HEELS AND UP				WOMEN'S ARCH AND WALKING				WOMEN'S AND G. G. SLIP LASTED (WEDGE) CASUAL AND PLAY SHOES			
	AIR STEP ON NAT. S.	LIFE ON NAT. S.	TOTAL		AIR STEP ON NAT. S.	LIFE ON NAT. S.	TOTAL		AIR STEP ON NAT. S.	LIFE ON NAT. S.	TOTAL
ON HAND LAST REPORT											
ADD. RECEIPTS											
TOTAL											
LESS RETURNS AND TRANSFERS											
BALANCE											
LESS SALES											
BALANCE ON HAND											
BALANCE ON HAND SAME MONTH LAST YEAR											
SALES SAME MONTH LAST YEAR											
SALES THIS YEAR TO DATE											
SALES LAST YEAR TO DATE											

WOMEN'S AND G. G. PLAT HEEL SPORTS				WOMEN'S AND G. G. DRESS FLATS (1&2 HHS AND LOWER)				MISSERS' 1&2			
	GLADIATOR ROS. S.	RIB. S.	HANDMADE V. V.		AIR STEP ON NAT. S.	LIFE ON NAT. S.	ROB. V. JR.		S. S. WEBS	R. R. DRESSES	H. H. HANDMADE V. JR.
ON HAND LAST REPORT											
ADD. RECEIPTS											
TOTAL											
LESS RETURNS AND TRANSFERS											
BALANCE											
LESS SALES											
BALANCE ON HAND											
BALANCE ON HAND SAME MONTH LAST YEAR											
SALES SAME MONTH LAST YEAR											
SALES THIS YEAR TO DATE											
SALES LAST YEAR TO DATE											

CHILDREN'S (1&2)				INFANTS' (0-4)				MEN'S DRESS			
	S. S. WEBS	R. R. DRESSES	H. H. HANDMADE V. JR.		S. S. WEBS	R. R. DRESSES	H. H. HANDMADE V. JR.		S. S. WEBS	R. R. DRESSES	H. H. HANDMADE V. JR.
ON HAND LAST REP.											
ADD. RCPTS.											
TOTAL											
LESS RET. & TRANS.											
BALANCE											
LESS SALES											
BAL. ON HAND SAME MONTH LAST YR.											
SALES THIS YR. TO DATE											
SALSA LAST YR. TO DATE											

TURN-OVER RATES CAN BE ENTERED ON THIS REPORT AT THE FOOT OF THE APPROPRIATE BRAND COLUMNS BELOW THE DOUBLE LINE.

TWO WEEK MONTHLY "SALES" BY 10 AND DIVIDE BY 10 TO GET THE TURN-OVER RATE.

TOTAL (ALL COLUMNS)

ALL TENNIS AND OTHER WORK SHOES

BLUETTE ROBIN HOOD

H. H. HOUSEHOLD FOOT-WEAR

[fol. 184]

[fol. 185E] COMMISSION EXHIBIT 115.

TURN-OVER RATES CAN BE ENTERED ON THIS REPORT AT THE FOOT OF THE APPROPRIATE BRAND COLUMNS BELOW THE DOUBLE LINE.
 "SALES" BY 10 AND DIVIDE BY "BALANCE ON HAND."
 "BALANCE ON HAND" BY 10 AND DIVIDE BY "SALES" BY 10 AND DIVIDE BY "BALANCE ON HAND."

DEPTL LINE	WOMEN'S SHOE TYPES (FOOT WEAR)	WOMEN'S SHOE & HAT BOXES (FOOT TYPES)	WOMEN'S A. S. SHOE LACES (WOMEN'S SHOES & PLAIN WEAR)	WOMEN'S A. S. SHOE PLATES (CLOTH WEAR ALLOWED)	WOMEN'S HAT	(WOMEN'S HAT)	WOMEN'S GLOVES	WOMEN'S HATS	WOMEN'S HATS
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STORE NAME _____ TOWN _____ STATE _____

INVOICE REGISTER
MONTH ENDING _____ 19_____

Date	Description	RECEIVED FROM				MERCHANDISE FOR RESALE				EXPENSES NOT CASH						RESERVE ITEMS			
		SHOE SHINE CO. (or similar)	OTHERS	HOSIERY AND BAGS	TRANSFERS		SHOES AND FINDINGS	HOSIERY AND BAGS	SHOES AND FINDINGS	HOSIERY AND BAGS	PICTURES	PARCEL POST	ADVERTISING	INSURANCE	SUPPLIES	MSCL.	TAX RESERVE	AMOUNT LEASABLE	PICTURE DEPRECIATION
1					IN	OUT												1	
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[fol. 187E] COMMISSION EXHIBITS 118 A-Z

AAROL C. FLEENER, was called as a witness, and being first duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

Direct examination,

By Mr. Ess:

Q. Will you please state your name and home address for the record, Mr. Fleener?

A. Aarol C. Fleener, 118 West Jewel, Kirkwood.

Q. By whom are you employed, Mr. Fleener?

A. Brown Shoe Company.

Q. What is your present position?

A. I am vice-president and the work is that of a coordinator of the sales and manufacturing and buying operations.

Q. Will you tell us when you started with Brown Shoe?

A. In 1917.

Q. In what position?

A. I was employed in the office as a clerk.

Q. What was the first managerial position you held in Brown Shoe Company?

A. In 1927 a new sales division was formed called the Blue Ribbon Shoemakers, but out of that was developed the Naturalizer shoe and it became known as the Naturalizer Division.

Q. And from that position, what was your next position?

A. I continued in that until 1948.

Q. What did you become in 1948?

A. Vice-president of the company. I had been elected a director the previous year in charge of sales of the company.

Q. And when did you assume your present position?

A. Early in 1957.

Q. Now, what did your duties embrace while you were vice-president in charge of sales, Mr. Fleener?

A. To sell through various sales divisions the products of our company, the branded lines, and as well as our makeup shoes.

Q. Did you have any responsibility for the Brown franchise program?

A. Yes, I did.

Q. What was your responsibility?

A. That was a division called the franchise division which services our franchise group of stores, headed by Dick Johnson, and he reported to me.

[fol. 188E] Q. Now, going to the Brown franchise program, Mr. Fleener, have you been generally familiar with it since you came to Brown Shoe Company?

A. Yes, in a general way. I became more familiar with it as I came into the duties as sales division—or sales head of the company.

Q. What is the purpose of that program?

A. It is a plan to help merchants do a better job. We have a group of field men who service those accounts from a standpoint of helping them in many ways to do a better job.

Q. In what ways do they help?

A. They will guide them in merchandising and give them a merchandising record to follow, they will help them in accounting methods, in establishing an accounting method. The prime purpose, of course, is to get the man to concentrate in few lines so that he can do a profitable and good job as a retailer.

Q. Why do you regard concentration in a few lines as important?

A. When making investment in shoes you have to buy a run of sizes that varies according to the requirements of your business, and when you divide your money out into all the items that are needed for different kinds of shoes you must have a depth of size range to permit that shoe to be sold out profitably, and it is difficult for a merchant exposed to all the different kinds of shoes that are presented to him to avoid drowning himself in his own inventory that becomes ineffective as his sizes are broken.

Q. What happens if he, as you put it, drowns himself in his own inventory?

A. He is usually broke.

Q. Why does he go broke?

A. To sell profitably you must have a group of shoes out of which you can sell the customers that come into your

store and dispose of your shoes down to where you have a very few left. The price problem is such that in the heart sizes you must have many pairs and in the end sizes you can only have a few, and that is complicated by the many styles and kinds and heels. As he sells those shoes during a season he must get out of seasonal materials. As he sells those shoes, if as he comes to the end of the season he has not disposed of a sufficient number, he then faces the job of disposing of those at a very low price, so he cannot cover his investment.

Q. That disposal at a very low price is generally known as a mark-down?

A. Yes, sir.

[fol. 189E] Q. Mr. Fleener, in 1955 what were Brown's sales of its nationally advertised branded shoes to merchants on the Brown franchise program in dollars?

A. In '55 as I recall 19,800,000, in round figures.

Q. What were they in 1956?

A. 21,000,000.

Q. And in 1957?

A. Twenty-one million seven hundred.

Q. Twenty-one million seven hundred thousand dollars?

A. Thousand, yes, sir.

Q. Do you extend financial assistance in the form of loans to dealers under the Brown franchise program?

A. Yes, we do, and others.

Q. What do you mean by others?

A. Well, it is not confined to the franchise stores, we have other merchants who have found themselves in need and whom we have helped.

Q. Now, are the retailers to whom you refer retailers beginning in business? Retailers who receive financial assistance.

A. Occasionally, but usually it is given to a merchant who has proven himself and proven his ability and who may want to expand into an additional store.

Q. What are the terms of these loans generally, Mr. Fleener?

A. The loans would be extended, say, as much as five percent, occasionally six percent, but usually less. It is on the basis of a demand note, the man pays interest. The loan

is not granted beyond his ability to repay it within that length of time.

Q. What generally—how is the maximum amount of the loan figured?

A. Well, if he requires a certain sum, we would probably go half way with him.

Q. Now, there is a written form of agreement with the Brown franchise dealers, is there not?

A. Yes, there is.

Q. Do you happen to have a copy with you?

A. Yes, I have.

Mr. Ess: I believe, Mr. Coyle, that this has already been marked as a Government's Exhibit, so if you don't mind—

Mr. Coyle: It is in evidence as a Government's exhibit.

Mr. Ess: (Continuing) I will not remark it.

By Mr. Ess:

Q. Mr. Fleener, referring to this document, how many [fol. 190E] franchise dealers do you have written agreements with?

A. Some 320, twenty-one, I believe it is 321.

Q. Now, turning to your franchise agreement, I note a provision that the merchant states under paragraph one, "I will concentrate my business within the grades and price lines covered by Brown Shoe Company franchises and will have no lines conflicting with the Brown Shoe Company brands." Will you tell us what a conflicting line is?

A. We consider a line that is in practically the same price range handling the same types of shoes as a directly conflicting line of shoes.

Q. Now, how many of your Brown franchise—do any of your Brown franchise dealers carry shoes which are supplied by manufacturers other than Brown?

A. Oh, yes.

Q. On an overall basis, can you give us an opinion as to the percentage of sales of the Brown franchise dealers of shoes manufactured by other manufacturers than Brown?

A. We estimate about twenty-five percent would be

bought from other manufacturers of his total—of their total sales.

Q. Now, do some dealers purchase more than that percentage from Brown?

A. That would vary. Some merchants might buy forty percent from other lines, some would buy considerably less.

Q. Would some buy ninety or ninety-five percent from Brown?

A. Yes, they would.

Q. What considerations enter into that, Mr. Fleener?

A. Often times it is the character of the man's business, the community that he is selling to. He may need higher priced shoes than we make in the community in which he is located, in which case that would be part of his business and he would be buying that segment from others. On the other hand, he might have some lower, there may be another merchant who was in a lower priced neighborhood and he would reach down into lower priced lines and buy those.

Q. Now, when did the phraseology that I read to you in that particular paragraph come into this agreement, Mr. Fleener, if you know?

A. I know it was—this form was made up in about 1950, 1949. I am not exact on the date, but I know it was around that time that it was drawn up.

[fol. 191E] Q. Was there formerly in existence a form of agreement whereby the franchise agreement terminated if the dealer purchased shoes from a manufacturer other than Brown?

A. I understand there was prior to the War, World War II.

Q. And when did that form of agreement come to an end, if you know?

A. I never—I had no personal knowledge of that form. It was prior to 1940 and it may have expired at that time because restrictions came into the shoe business at that time that made it unnecessary to have that kind of an agreement.

Q. Why do you say it was made unnecessary to have that?

A. Because we went under controls that it became necessary for people to live with those lines that they established prior to that time as sources of supply.

Q. But the language I read you is the language that has been in effect since about 1949 or '50?

A. Yes.

Q. Now, under the franchise program, the retailers on that program make reports, do they not?

A. Yes, they do.

Q. How many of your dealers report monthly?

A. Well, about two hundred sixty-five are reporting on a monthly basis.

Q. How many report for some period of time during the year?

A. A total of around 550.

Q. How many dealers are there on the plan currently?

A. 642, I believe. 645 right now.

Q. What is the purpose of those reports, Mr. Fleener?

The Court: Now, the 550 would include the 265?

The Witness: Yes, sir.

The Court: But the 645 would show how many are on it, or make no reports at all?

The Witness: The difference would be non-reporting.

The Court: In other words, ninety-five make no reports at all?

The Witness: That's right.

By Mr. Ess:

Q. What is the purpose of these reports, Mr. Fleener?

A. The report itself is a form that the dealer makes out to show the sales and the operation that he has had on each line of shoes or on each category of shoes, rather, [fol. 192E] not by name, but by category, such as mens, womens, and childrens, it gives him his complete merchandising performance as he makes that out, and also shows how he comes out on his operation from the standpoint of profit or loss.

Q. Does the report play any part other than merely as a report, does it serve any other purpose?

A. The prime purpose, of course, is to have the merchant do this because we think it helps him do a better job in his store. We will use the reports that are sent to us to spot any weakness that we may see in his operation and then advise him upon it as it is highlighted to us from the report.

Q. Does the report play any part in his planning for buying?

A. The buying record is another matter. The buying plan is worked out, but that is another function, it has nothing to do with this report.

Q. Will you please describe for us the buying plan?

A. Well, the buying is strictly up to the merchant. He buys what he wants and the way he wants it and when he wants it. There is no control on it. The buying plan is an advisory position that the field man may assume when he sits down and works out the amount of money that the man has to spend and how to use it the best way, without regard to the selection of any shoes, it is purely a buying plan, but the merchant has the right to buy anything he chooses and when he chooses.

Q. Now, do merchants leave the Brown franchise program?

A. Yes, they do, I am sorry to say.

Mr. Ess: Would you mark this?

(Thereupon the document was marked by the reporter as Defendants' Exhibit CCC for identification.)

Q. Mr. Fleener, I show you Defendants' Exhibit CCC and ask you what it is?

A. It is a list of franchise stores that have separated themselves from the franchise program.

Q. Was that list prepared under your supervision?

A. Yes, it was.

Q. Is it a correct list?

A. I would say it was.

Mr. Ess: I offer it in evidence.

Mr. Coyle: May I see the exhibit?

[fol. 193E] Mr. Ess: This is supplemental to interrogatory 1-B, Mr. Coyle. (Proffering the document.)

Mr. Ess: I offer Defendants' Exhibit CCC in evidence.

The Court: Is there any objection?

Mr. Coyle: No your Honor.

The Court: It may be received in evidence.

By Mr. Ess:

Q. Now, with respect to merchants who leave the Brown franchise plan, and I am not restricting myself only to this

group, Mr. Fleener, what are the reasons, if you know, why merchants leave the plan?

A. Well, there are several. A man may die, usually these are family businesses, something involved in his family that may cause him to want to quit business, sometimes there are credit reasons that develop that cause him to not be able to pay his bills, that would be another reason.

Q. Do you ever drop a dealer because he carries conflicting lines?

A. We will drop them from the franchise plan, yes, if they persist in carrying conflicting lines.

Q. I know your agreement so provides, but why do you do that?

A. We think the basic concept of the franchise plan is that a merchant cannot be successful if he is carrying conflicting lines, that is why we operate this program, and if he has a streamlined business, he has the opportunity to make more money, in our opinion, so we see no reason to have him on the plan if he can't accept the first principle of it.

Q. Now, going to some features, do you extend the privilege of joining a group life insurance plan to dealers on the franchise program?

A. Yes, we do. We encourage it.

Q. In your view is that group life insurance beneficial?

A. Yes, we think it is.

Q. How many dealers on the plan now carry that life insurance?

A. 425.

Q. Now, do you also have a fire and extended coverage policy—

The Court: Well, before you get off on that, does the Brown Company hold the main policy, or is it individual policies to the dealer?

[fol. 194E] The Witness: The policy is written, as I understand it, by the Prudential Insurance Company.

The Court: Well, what I mean is does the insurance company that provides the insurance under the plan, group life plan that you have, sell the insurance to the individual, or is there a parent policy to the company that covers all on Brown plan, or the ones that elect to come under it?

The Witness: It is a group life insurance plan.

The Court: Well, if they cease being under the Brown franchise plan, does their insurance automatically cease?

The Witness: It is a term insurance type of insurance.

The Court: All right.

By Mr. Ess:

Q. Now, do you have fire and extended coverage insurance that you make available to these dealers on the Brown franchise program?

A. Yes, we do.

Q. How many of the retailers on the Brown franchise program carry that insurance?

A. As I recall the sum, 260, or something of that nature, in that area.

Q. Do you regard this insurance as advantageous to the dealer?

A. Yes, we do.

Q. Now, do you furnish signs to franchise dealers, Mr. Fleener?

A. For two of our lines, and for others as well. It is customary in the shoe business to have signs, outdoor signs, for mens lines and childrens lines, and so we offer signs to good dealers for the Roblee and Buster Brown lines.

Q. Now, do you confine the signs to franchise dealers?

A. No.

Q. Do you happen to know how many Roblee signs are currently outstanding?

A. We have got about fifty-one I believe it is.

Q. How many of those are being leased or used by franchise dealers?

A. Thirty of them.

Q. Now, how many Buster Brown signs do you have currently?

A. 114, 115, somewhere in there.

Q. How many of those are being used by franchise dealers?

A. Fifty-three.

Q. With respect to these outside signs, and these are large signs, are they not, Mr. Fleener?

A. That's right.

[fol. 195E] Q. With respect to these signs, who bears the maintenance cost of the sign?

A. The dealer does that.

Q. Now, does Brown make available architectural services to dealers?

A. Yes, they do.

Q. Is that service confined to retailers on the Brown franchise plan?

A. No.

Q. What exactly is the nature of their architectural assistance?

A. We have a man that will help these dealers in designing and planning a store, either a new store, or one that has to be made over, even to the extent of blueprints, if needed.

Q. Are these architectural services confined to retailers on the franchise program?

A. No.

Q. Are the store layouts exactly the same?

A. The architect, or this man, has a store layout that he considers effective and good and modern and he favors that design, yes, but he has to interpret the designs that he has, and they are not all the same, in detail, for the building he is putting it in.

Q. Now, do you offer a window display service to dealers?

A. Yes.

Q. Is that service confined to franchise dealers?

A. No.

Q. Will you describe that window display service briefly?

A. We found several years ago, that has been in effect for quite some time, that many dealers in moderate size towns did not have a good window service available locally, so this design was made up to show four window trims a year on mens and four on womens is the way it has worked out today, two major and two minor displays, and they are sold to the dealer for five hundred dollars a year for this help.

Q. Now, coming back to the franchise program itself, do you require on that program that a dealer purchase any given amount of shoes from Brown Shoe Company?

A. No, no.

Q. Who decides which lines the dealer will carry?

A. He does, the dealer does.

Q. Who decides which styles within a line that he will carry?

A. The dealer does.

Q. Is he free to leave the plan at any time?

A. Yes, sir, within thirty days notice.

Q. Now, do you extend any special credit terms or discounts to franchise dealers?

A. No.

[fol. 196E] Q. They are treated the same way as any other dealer?

A. That's right.

Q. Mr. Fleener, does Brown make any sales on consignment?

A. Approximately that way, yes.

Q. That is the formula that you used this morning when you computed these various estimated retail brackets?

A. On the make-up shoes?

Q. Yes.

A. Yes.

Q. You, yourself, wouldn't know personally, would you, how many of the make-up shoes fell in the 4.20 bracket and how many in the 3.60 bracket, would you, I mean, it was more or less a general estimate that you gave this morning?

A. I was talking this morning about shoes that were sold to Kinney Company at certain prices, or Wohl, or any of the others. I was using that as the base to establish the retail price, yes.

Q. Using that six?

A. That's right.

Q. During the past five or six years, have any franchises been discontinued because the franchise didn't concentrate on Brown branded merchandise?

A. Yes, I would say there have been some.

Q. Before you dropped the franchisee, did you warn him that you're going to drop him?

A. Naturally, in dealing with our customers, we try to get them to follow the program and if we find they persist in not doing it, why, then there's no point in continuing this plan.

Q. You point out the various benefits of the plan and try to get them to concentrate on your lines?

A. Yes, we do.

Q. Do you feel that there's no point in continuing the plan if the firm won't concentrate on your lines?

A. As a franchise man, yes. We'll still sell them shoes, branded shoes.

Q. Now, this exhibit, Exhibit CCC, which shows the franchisees who have left the plan, did all of them leave voluntarily?

A. I wouldn't say that they had all left voluntarily. There may be some there that had not reported, or had not given—or had bought conflicting lines.

Q. Some of them have been terminated for that reason?

A. Some of them may.

Q. Do you know whether any of the firms listed on Exhibit CCC may have returned to the plan subsequent to the time they left it, returned again to the plan?

[fol. 197E] A. I know of one that discontinued, if I can refer to my notes, I'll give you the name of the store—that got in a discussion, it was at Antigo, Wisconsin, B & M Bootery, and they decided they wouldn't report, and didn't follow the plan, and they were dropped and then later by going to them, and working with them, we secured them, their promise to follow the program, and he has continued to do so since.

The Court: I don't believe they're on this.

Mr. Coyle: I don't have a copy of this right here, Your Honor.

The Court: That is Exhibit CCC?

Mr. Ess: Yes, Your honor.

The Court: Wisconsin is just listed at one place, is it? All you show here in Wisconsin, all you show here in Wisconsin, is L. M. Breitenbach and Gill's Shoe Store. I believe your original question was whether any—

Mr. Coyle: Any on that list.

The Court: On this particular list had returned.

Mr. Coyle: Yes, sir.

The Court: While B & M. Bootery may have returned, it isn't one that is on this list. I just want to call attention to that.

A. That is the one that I am thinking of. I don't know of any other under that circumstance.

The Court: And you wouldn't know whether any of them on there have returned or not.

A. No, sir.

By Mr. Coyle:

Q. Mr. Fleener, is it possible for a shoe store to carry conflicting lines and still be successful?

A. There are instances where a store would have a very substantial flow of business on a given segment, on a given line and they could be successful even though they had duplicate stocks, yes.

Q. In such a case as that, would you permit that store to be a Brown franchisee?

A. There are not many that we have continued as a franchise store on that basis, no. However, we will continue to sell them even if they do leave the plan, in that in our grades there is no direct conflicting between their lines.

[fol. 198E] Q. Now, these signs that you were talking about in your previous testimony, are they neon signs?

A. Yes, in most cases—not neons, they are outside illuminated signs. They are the outside signs that are put up in the front of the store.

Q. And the price on them is one dollar, is it?

A. That is the charge we make.

Q. Is that then the property of the dealer?

A. As long as he handles our shoes, yes.

Q. If he stops handling these shoes—

A. The sign comes down.

Q. You take the sign down?

A. Yes, sir.

Q. What brand names do you have the signs in?

A. Two, the Roblee's and the Buster Brown's.

Q. Do you have any Naturalizer signs?

A. No, only the neon sign that might be in the window inside the store or in the department as a display.

The Court: Are those handled on the same basis?

A. The neon signs are given to the dealers, yes.

The Court: I see.

By Mr. Coyle:

Q. You stated that the Roblee signs go to the good dealers. What do you characterize as a good dealer?

A. A man who would aggressively push that line of shoes and sell it effectively in his community.

Q. Would he be generally carrying a conflicting line if he were aggressive?

A. Not in the same price range and not as a general thing.

Q. Would the same hold true with the Buster Brown lines?

A. Yes.

Q. So generally the sign would go to dealers who were handling either Buster Brown's or Roblee's and not handling conflicting lines?

A. That is correct.

Q. Whether they were franchisees or not?

A. That is correct.

Q. Now with respect to your architectural services, do they go to good dealers, too?

A. Well, the architectural service is open to any dealer who would want to come in and work on it if he was using our shoes.

Q. Generally, if he were using your shoes, he wouldn't be handling conflicting lines, would he?

[fol. 199E] A. Yes, there are—for example, we would help a department store. It might have a large business and have some conflicting lines. We would still help them.

Q. With respect to individual dealers, it is principally for individuals.

A. Principally it is for the dealers who concentrate on our lines.

Q. With respect to your policy in making loans. Would these loans go to dealers who were concentrating on your lines.

A. Yes.

Q. With respect to the window decorator service for which I think there is a charge of five hundred dollars.

A. That is right.

Q. Is that also for dealers who concentrate on your lines?

A. Yes.

Q. Now would everyone pay the five hundred dollar charge?

A. To get that service, yes. It is well worth it.

Q. Do you have any window decorating service for which there is no charge?

A. Yes. We have signs, some neon signs as well as cards and blow-ups of ads and things of that kind for the windows.

Q. When you shifted from Edison—when Edison stopped buying from you, who took over the business of supplying Edison, do you know?

A. Well, I know generally that there was a factory that they get most of their shoes from out east that developed during that period and are continuing to sell and make their shoes.

Q. You don't know the name of the factory?

A. If I remember correctly, it is Goldstein.

Q. Now the shoes handled by your Capitol Division, ladies' shoes, are any of them produced in the same factory as the Naturalizer shoes are produced?

A. No in the strict sense of the word, there is an overlap as we move capitol shoes out of a factory where Naturalizer was moved into that factory, there was an overlap of production for a period of time where that occurred, yes.

Q. But today.

A. But today the Capitol factory is getting all of their shoes out of two factories designated for the business.

Q. Now, Mr. Fleener, you gave us the name of two manufacturers who made this pump, which is Defendants' Exhibit EEE. Were there other manufacturers as well that you knew of that made this shoe?

A. I cited three, ourselves and Carmo and Tweedie, [fol. 200E] because I knew of it. There are other people that made that silhouette, that made that type of shoe at that time.

Q. Now, would this shoe have been available at that time through a makeup manufacturer?

A. Through a makeup manufacturer?

Q. Yes.

A. That silhouette would have been, yes. It was a popular shoe at that time.

Q. Now, if a dealer stopped using the Roblee line, what would be the purpose of his keeping your sign, or the Roblee sign out in front of his store?

A. There would be no purpose, except to misuse it.

Q. Now, these franchise dealers who receive—

A. I can't hear you, sir.

Q. These franchise dealers who were discontinued from a franchise program, would they continue to buy shoes from you?

A. Yes, in almost every instance.

Mr. Ess: I have no further questions.

The commission paid Brown by U. S. Rubber.

	<u>Dating Orders</u>	<u>Fill Ins</u>
Waterproof Footwear	8% - 5%	5%
Rain Pals	5%	5%
Keds	8% - 5%	5%
Kedettes	5% - 5%	5%
U. S. Royal Sandals	5%	5%

The commissions received from U. S. Rubber become part of the general funds of Brown. They are not handled or accounted for in any manner different from other income of the Company.

DSW LETTER

United States Rubber Company

NAUGATUCK FOOTWEAR PLANT
NAUGATUCK, CONNECTICUT

January 1, 1958

TELEPHONE
NAUGATUCK PARK 8-3261BROWN SHOE COMPANY FRANCHISE DEALERS
WATERPROOF FOOTWEAR - 1958 SEASON

For the 1958 Season U. S. Brand Waterproof Footwear will be offered to Brown Franchise Dealers at the January 1, 1958 prices to retailers. The procedure covering the solicitation of Dating orders is given below:

DATING ORDERS

Less than 144 pairs or in other than case lots of an item	3%
144 pairs or more (but less than 480 pairs) in case lots of an item	5%
480 pairs or more in case lots of an item	8%

NOTE

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color and last.

If it is competitively necessary you may allow Franchise Dealers 8% factory make-up discount on Dating orders for 144 pairs or more (but less than 480 pairs) in case lots, the same as we did last Season. This should be the exception, and generally the Waterproof Dating will be written in accordance with the regular policy.

WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 1090, Rev. 1/58, in triplicate. Salesmen will forward the original and duplicate of each page of each order to the Branch and retain the triplicate as his own copy.

Branches will edit orders promptly as received and will then arrange for two (2) Ozalid copies to be made of each page of each order. The original translucent pages together with one set of the Ozalid copies are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of Ozalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

Letter

- 2 -

Brown Shoe Company Franchise Dealers
Waterproof Footwear — 1958 SeasonDATING OF DATING ORDERS (Continued)

The name of the Branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company. Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number — the original translucent copy will be returned promptly to the originating Branch. The Ossolid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the Ossolid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed — by shipping period — in "Unfilled Order File".

DATING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYBILLING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2% November 10, net December 1, 1958.

Brown Shoe Letter

Brown Shoe Company Franchise Dealers
Waterproof Footwear — 1958 Session

BILLING TO THE BROWN SHOE COMPANY (Continued)2-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers, subject to terms of 2% 10 days, E. O. M.

If the Franchise Dealer earned 8% factory make-up discount on the Dating order, it be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 p of a style, color, gender and last, to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Co St. Louis, and a triplicate copy to the store receiving the shipment. The invoice to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoices should carry following phrase:

"Regular invoice will follow from the Brown Shoe Company"

* * * * *

Please see that your salesmen have an up-to-date list of Brown Franchise Stores in territory.

Very truly yours,

LESTER A. SUPRE

Footwear Sales

IAS/anc

[fol. 205E]

COMMISSION EXHIBIT 121

United States of America

Before Federal Trade Commission

Docket No. 7606

In the Matter of BROWN SHOE COMPANY, A CORPORATION

Proposed Stipulations of Fact

Stipulation No. 1: The true and correct name of respondent corporation is Brown Shoe Company, Inc. Respondent was incorporated in the State of New York in 1913. Its principal office is located at 8300 Maryland Avenue, St. Louis County, Missouri.

Stipulation No. 2: The principal officers of Brown Shoe Company, Inc. are:

John A. Bush, Chairman of the Board
Eugene R. McCarthy, Vice Chairman of the Board
Clark R. Gamble, President
A. C. Fleener, Vice President
Milton Frank, Vice President
Louis J. Schaefer, Vice President
Monte E. Shomaker, Vice President
James F. Whitehead, Jr., Vice President
H. B. Hall, Treasurer
W. L. H. Griffin, Secretary

Stipulation No. 3: Among Brown's subsidiaries, separately incorporated, but wholly owned by Brown, are G. R. Kinney Corporation, Bourbeuse Shoe Company, Moench Tanning Company, Inc. and Regal Shoe Company. The subsidiaries named in this Stipulation are engaged either in the manufacturing or retailing of shoes, or both, and Bourbeuse Shoe Company and Moench Tanning Company, Inc. do not sell shoes at wholesale to independent shoe customers.

Stipulation No. 4: Wohl Shoe Company, whose principal office and mailing address is 1601 Washington Avenue, St.

[fol. 206E] Louis, Missouri, is a separately incorporated, but wholly owned, subsidiary of Brown. Wohl Shoe Company is incorporated under the laws of the State of Missouri.

The principal officers of Wohl Shoe Company are:

Clark R. Gamble, Chairman of the Board
Milton Frank, President
H. B. Hall, Vice President
Ben Peck, Vice President
Gene J. Roessel, Vice President
H. J. Serth, Vice President
J. D. Straus, Vice President
James C. Taylor, Vice President
W. L. H. Griffin, Secretary
J. M. Rubin, Treasurer

Wohl Shoe Company sells women's shoes at wholesale to approximately 3,200 customers located throughout the United States and the District of Columbia. Wohl Shoe Company's retail business consists primarily of the sale of women's shoes in leased retail shoe departments. It also sells some children's shoes and some men's shoes. Brand names of its women's shoes include Marquise Originals, Jacqueline, Natural Poise, Connie and Paris Fashion.

Stipulation No. 5: Brown Shoe Company, Inc. manufactures shoes in 34 factories located in 6 states. Brown Shoe Company, Inc. manufactures a broad line of medium-priced, nationally advertised shoes for men, women and children.

Stipulation No. 6: Among the brand names used by Brown to market its shoes are:

Men's shoes	—Pedwin and Roblee
Women's shoes	—Airstep, Lifestrider, Naturalizer and Risque
Children's shoes	—Buster Brown, Robin Hood and Propri-Bilt
Girls' shoes	—Glamour Debs, Robinettes and Robin Hood

[fol. 207E] In addition, Brown manufactures and sells under a non-exclusive license, children's, boys' and men's shoes bearing the names Official Boy Scout and Official Girl Scout.

Brown also manufactures shoes which are sold to certain retail stores, chain stores, and mail order houses for resale under the private brand names of such customers.

Stipulation No. 7: Brown shoes are principally marketed by sales at wholesale to independent retail shoe customers (including individual shoe stores, chains of shoe stores, specialty stores and department stores). At the time of the issuance of the Complaint in this matter, Brown was actively selling to approximately 6,000 independent retail shoe customers located in each of the States of the United States and in the District of Columbia. As of November 20, 1959, 682 of such independent retail shoe customers were operating as "Brown Franchise Stores" on the so-called "Brown Franchise Stores Program". Of such 682 operators of the Brown Franchise Stores, 259 had entered into written Franchise Agreements in the form identified as Appendix A attached hereto and made a part hereof. The remaining 423 operators of Brown Franchise Stores were operating on the Brown Franchise Stores Program, but without having entered into a written contract.

Stipulation No. 8: The total sales of Brown Shoe Company, Inc., including the sales of all subsidiaries, both at wholesale and at retail, of shoes and all other articles, for the fiscal year ending October 31, 1959, were \$276,549,164. The total of such sales of Brown Shoe Company, Inc., not including the sales of or to its subsidiaries for the fiscal year ending October 31, 1959, were \$113,359,505. The total sales of Brown Shoe Company, Inc. to the approximately 6,000 independent retail shoe customers for the fiscal year ending October 31, 1959, were \$111,292,872. The total sales of Brown Shoe Company, Inc. to stores on its Brown Franchise Stores Program for the fiscal year ending October 31, 1959, were \$24,675,617.

Stipulation No. 9: Brown Shoe Company, Inc. has been and is now in competition with other corporations, individuals and partnerships engaged in the manufacture, sale [fol. 208E] and distribution of shoes in commerce as that term is defined in the Federal Trade Commission Act.

Stipulation No. 10: The nationally advertised, branded lines of shoes manufactured by Brown are priced to retail in what is generally termed to be the medium priced field.

Stipulation No. 11: The Brochure identified as Appen-

dix B attached hereto and made a part hereof, has been published by Brown Shoe Company, Inc., to describe the Brown Franchise Stores Program.

Stipulation No. 12: The following services are available to the stores participating in the Brown Franchise Program:

A. An accounting and record keeping system consisting of record form and procedures to establish and maintain an efficient standardized accounting and record system for a retail shoe store.

B. Service and assistance by Field Representatives (16 in number) in giving advice and suggestions on merchandising, sales promotion, personnel, accounting and record keeping, and other matters pertinent to the conduct of a profitable retail shoe business. In addition, such Field Representatives will, upon request, conduct a sales clinic or a salesmanship lecture for the store personnel. Such a lecture may be accompanied by recordings to show store salesmen how to sell more shoes.

C. Architectural services, through Brown's Store Planning Department (which is also available to other independent retail shoe store customers of Brown), in designing an efficient and attractive arrangement drawn expressly for one particular location and for either building a new store or remodeling an old one, together with blueprints and specifications.

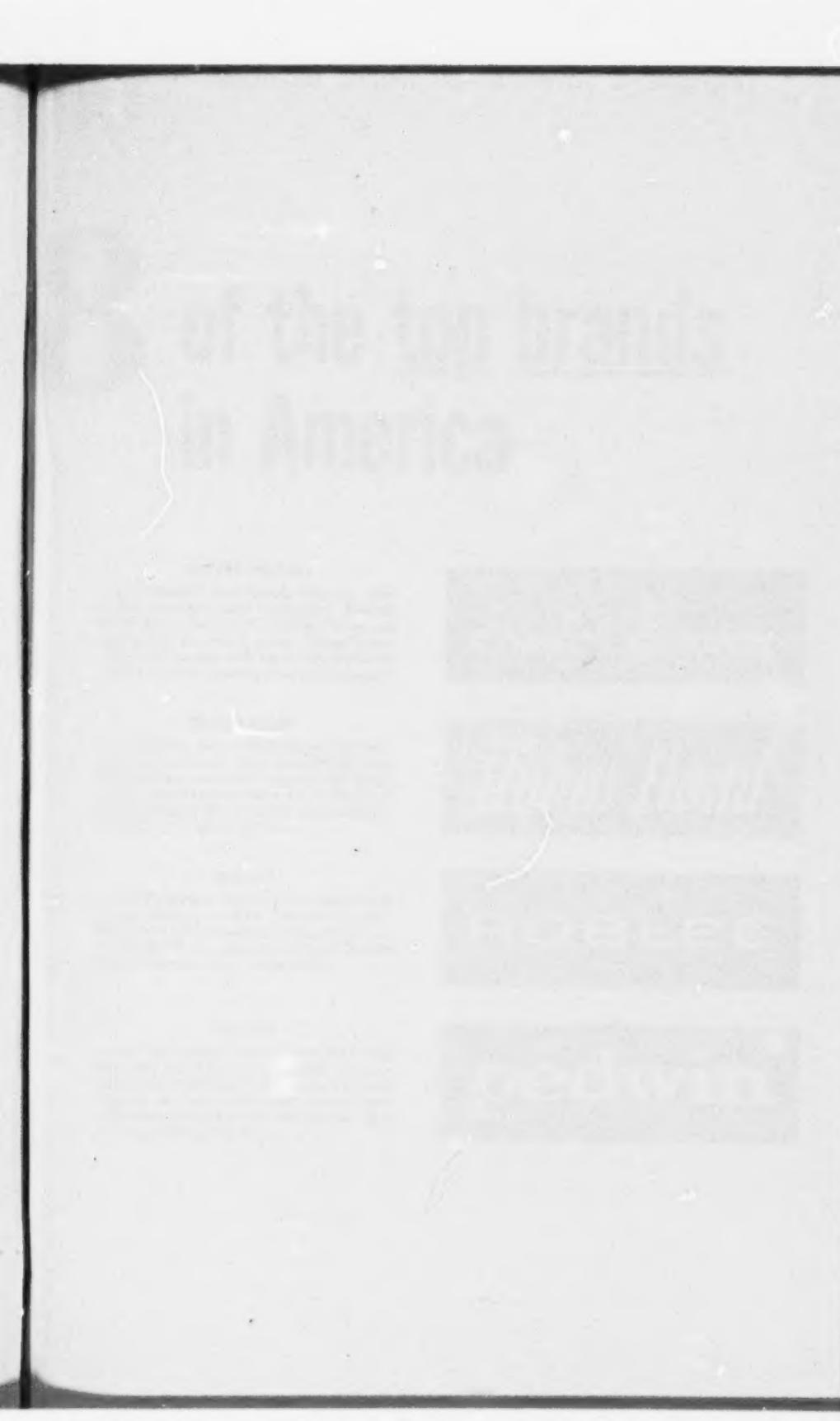
D. Window trim service . . . four seasonal window display props for two windows at a cost of \$500-\$600 per year (which is also available to other independent retail shoe store customers of Brown).

E. Group insurance participation providing coverage for fire and extended casualty insurance on stock, [fol. 209E] fixtures and improvements, business interruption, robbery, safe burglary and also life insurance. Lexington Insurance Company underwrites the group coverage for the fire and extended casualty insurance with approximately 409 (as of November 20, 1959) stores participating. Prudential Life Insurance Company of America writes the group life insurance covering store owners, managers and employees of 263 stores. (as of November 20, 1959)

Stipulation No. 13: Brown Shoe Company, Inc., has made arrangements with United States Rubber Company whereby the stores on a Brown Franchise Program may purchase certain United States Rubber Company products at prices and upon terms set forth from time to time in accordance with certain memoranda prepared by United States Rubber Company. Copies of certain of such memoranda dated August 1, 1959, and identified as Appendices C, D and E, and dated January 1, 1960, and identified as Appendices F, G and H, are attached hereto and made a part hereof. Brown Shoe Company, Inc. receives a commission on sales of certain United States Rubber Company products to Brown Franchise Stores operating on the Brown Franchise Stores Program in accordance with the provisions of a letter dated May 8, 1959, from A. C. Ware, Branch Footwear Sales Manager of United States Rubber Company addressed to Mr. J. R. Johnston of the Franchise Stores Division of Brown Shoe Company, Inc., a copy of which letter identified as Appendix I, is attached hereto and made a part hereof. During Brown's fiscal year ending October 31, 1958, it received from United States Rubber Company commissions totaling \$158,313. And during its fiscal year ending October 31, 1959, it received from United States Rubber Company commissions totaling \$171,417. Brown pays United States Rubber Company for the canvas and waterproof footwear purchased by Brown Franchise Stores from United States Rubber Company and shipped by United States Rubber Company to such stores. Brown then in turn bills the Brown Franchise Stores on its own invoices for such canvas and waterproof footwear, assuming the credit risk. On dating orders Brown's payments to United States Rubber Company are made well in advance of receipt of payment by Brown. The above is more particularly set out in Appendix J attached hereto and made a part hereof. During the year 1958, 457 of the stores on the Brown Franchise Program purchased rubber or canvas footwear under this arrangement with United States Rubber Company, and in 1959 the number of such stores was 473.

Stipulation No. 14: Brown Franchise Stores are, for the most part, located in towns or cities with populations of from 5,000 to 30,000. In almost all instances there is only one franchise store located in each community.

Stipulation No. 15: According to published industry figures, Brown Shoe Company, Inc., with its subsidiaries, is shown to be second in dollar sales and third in pairage production in 1958 and 1959 as set forth in Appendix K attached hereto and made a part hereof. These figures include the dollar sales and the pairage production of G. R. Kinney Corporation which is operated as a separate business with independent management under order of Federal District Court for Eastern District Missouri.



8 of the top brands in America

BUSTER BROWN

—the broadest, best known, biggest selling line of children's shoes in America. Parents have shown their trust in Buster Brown fit and quality for over 50 years. Buster Brown covers the market with up-to-date styles for infants, children, growing girls, and teen-agers.

The logo consists of the words "Buster Brown" in a cursive script font, enclosed within a dark rectangular border.

ROBIN HOOD

—a complete line of smartly styled, well-made and moderate-priced shoes for children. Representing one of the biggest profit opportunities in the shoe business, the Robin Hood line is designed for a market conservatively estimated at a billion dollars.

The logo consists of the words "Robin Hood" in a cursive script font, enclosed within a dark rectangular border.

ROBLEE

—one of the most popular lines of men's shoes in the middle-price field. The Roblee combination of quality and styling has broadened the market for this fast-selling line to include men of all ages, in all walks of life.

The logo consists of the word "ROBLEE" in a bold, sans-serif font, enclosed within a dark rectangular border.

PEDWIN

—the "big market" line designed for young men who buy twice as many shoes as their fathers and brothers. A bell ringer at the cash register, the Pedwin line takes all retail promotion honors by featuring the "hottest shoe of the month" every month.

The logo consists of the word "pedwin" in a lowercase, bold, sans-serif font, followed by a small circular dot, enclosed within a dark rectangular border.

AIR STEP

—the easiest selling women's shoes there is. Air Step features "The Magic Sole"—a magic selling feature you can demonstrate right at the fitting stool.

LIFE STRIDE

—a complete line of casual, classic, dress, and sport shoes for women. Life Stride offers the latest in fashion in a range where millions of young women buy.

RISQUE

—a promotional, highly salable line of flats and little heels. The Risque line is helping Brown Franchise retailers everywhere cash in on a changing market brought about by the trend to casual living.

NATURALIZER

—the fastest growing line of women's shoes in the business. Naturalizer basic types, casuals, and dress patterns have long been recognized as "the shoe with the beautiful fit."

Selling the Brown Brands as a family gives you other profitable advantages:

- You carry shoes for all ages and both sexes. Once you've sold Mom or Dad or the kids, the *whole family* is your customer.
- Every one of your lines fits into a range of prices that seven out of ten families will pay.
- Every pattern you carry is ordered and delivered from one dependable source.
- You concentrate on fewer lines which eliminates overlap and conflict, simplifies merchandising, and strengthens your promotion.

BIGGEST National Advertising of any Shoe Family



Magazine Advertising to Support Your Local Promotion

Americans have learned to ask for (and look for) Brown Brands by name. That's because the Brown Shoe Company has used national advertising in a big way year after year to tell millions of families about the consumer benefits they will get from the Brown Brands. And this makes the retailer's promotion dollar most productive for him.



In addition to the biggest national advertising campaign in the shoe industry, Captain Kangaroo will participate in TV commercials promoting Buster Brown traffic builders.



A STEADY FLOW OF EFFECTIVE TIE-IN MATERIAL

Our 35 years of experience with the Brown Franchise Retail Stores Program has shown that the Brown Franchise Retailer is promotion minded. He knows that national advertising pre-sells the mass markets—and he tackles his own market with year-round tie-in promotions. You get full support from Brown with newspaper mats, display materials, radio and TV commercials, full-scale direct mail campaigns, and special promotion ideas. Many of them come straight to you as a result of outstanding success elsewhere in the Brown family.

How BROWN helps a new Brown Franchise Stores Retailer get the best start possible

- Brown architects help you design a new store—or remodel an old one

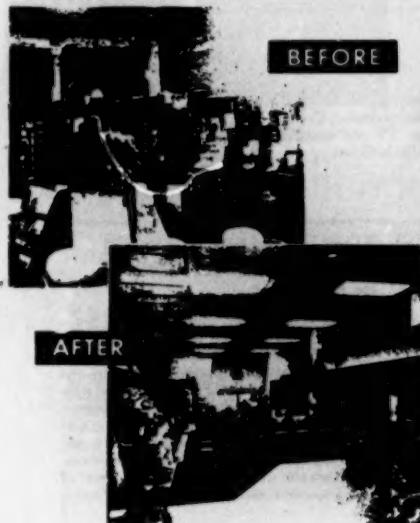
"A better looking store than the one across the street"—both inside and out—is a valuable asset in today's highly competitive market.

Then, one of the first things Brown calls in to help establish a new Franchise Store is our Store Planning Service.

Designing the store is a science. It includes the physical appearance and or-

angement of all elements. It incorporates the latest thinking (and successful experience) in merchandising, selling, and displaying footwear and accessories.

In the case of either a new store, or a remodeling project on an old store, Brown Shoe Company furnishes complete working blueprints to your contractor—with out charge.



United States Rubber Company



NAUGATUCK FOOTWEAR PLANT
NAUGATUCK, CONNECTICUT

TELEPHONE
NAUGATUCK PARK 8-2261

IN LETTER

August 1, 1959

BROWN SHOE COMPANY - FRANCHISE DEALERS
U. S. KEDS - 1959-60 SEASON

1959-60 U. S. Keds line will be offered to Brown Franchise Dealers at regular prices and terms under our policy. Complete instructions are given below:

DATING ORDERS

Keds Dating orders will be accepted from August 1 to December 31, inclusive, for shipment from December 1, 1959 to April 25, 1960, inclusive.

Factory Make-Up Discount

Less than 114 pairs or in other than case lots of an item	35
114 pairs or more (but less than 480 pairs) in case lots of an item	25
480 pairs or more in case lots of an item	05

DATING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 774 Rev. 7/59 in triplicate. Salesmen will forward the original and duplicate of each page of each order to the Branch and retain the triplicate as his own copy.

Branches will edit orders promptly as received and will then arrange for two (2) osalid copies to be made of each page of each order. The original translucent pages, together with one set of the osalid copies, are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of osalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

The name of the Branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company.

DSM Letter

- 2 -

August 1, 1959

Brown Shoe Company - Franchise Dealers
U. S. Keds - 1959-60 Season

WRITING OF DATING ORDERS (Continued)

Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number — the original translucent copy will be returned promptly to the originating Branch. The ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesmen should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed — by shipping period — in "Unfilled Order File".

WRITING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANY

DATING ORDER SHIPMENTS

Bill of the Brown Shoe Company, St. Louis, at prices to retailer less factory make-up discount on qualifying orders, subject to terms of 2% May 10, net June 1, 1960.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer subject to terms of 2% 10 days, E. O. M.

[fol. 217E]

DSM Letter

- 3 -

August 1, 1959

Brown Shoe Company - Franchise Dealers
U. S. Keds - 1959-60 Season

FILLING (Continued)

If the Franchise Dealer earned 8% factory make-up discount on the Dating order, it will be satisfactory to allow 5% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, and gender to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we sent to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

Please see that your salesmen have an up-to-date list of Brown Franchise Dealers in their territory.

Very truly yours,

LESTER A. SUHRE

Branch Footwear Sales

LAS:jms

United States Rubber Company



NAUGATUCK FOOTWEAR PLANT
NAUGATUCK CONNECTICUT

TELEPHONE
NAUGATUCK PARK 9-3710

DSM LETTER

August 1, 1959

BROWN SHOE COMPANY - FRANCHISE DEALERS
U. S. KEDETTES - 1960 SEASON

The 1960 U. S. Kedettes line will be offered to Brown Franchise Dealers at regular prices and terms under the policy. The procedure is outlined below:

NET PRICES

U. S. Kedettes will be sold at the net prices shown in the August 1, 1959 Kedettes price list.

DATING ORDERS

Dating orders will be accepted from August 1 to December 31, inclusive, for shipment from December 1, 1959 to April 25, 1960, inclusive.

WRITING OF ORDERS

Dating Orders will be written on U. S. Dating Order Form 774 Rev. 7/59 in triplicate. At-Once orders will be written on our regular order form.

Procedure for writing and handling Dating and At-Once orders for Kedettes is the same as outlined for Keds in our U. S. Keds DSM Letter of August 1, 1959.

BILLING TO THE BROWN SHOE COMPANY

DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at net prices subject to terms of 2 1/2 May 10, Net June 1, 1960.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at net prices subject to terms of 2 1/2 10 days, E. O. M.

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment, with a notation that the regular invoice will follow from the Brown Shoe Company.

Very truly yours,

LESTER A. SUHRE

Branch Footwear Sales

LAS:jms

United States Rubber Company



NAUGATUCK FOOTWEAR PLANT
NAUGATUCK, CONNECTICUT

TELEPHONE
NAUGATUCK PARK 9-2261

1959

BY LETTER

August 1, 1959

BROWN SHOE COMPANY - FRANCHISE DEALERS U. S. ROYAL SANDALS - 1960 SEASON

U. S. Royal Sandals will be offered to Brown Franchise Dealers at regular prices and terms under the policy. The procedure is outlined below:

NET PRICES

U. S. Royal Sandals will be sold at the net prices shown in the August 1, 1959 U. S. Royal Sandals price list.

DATING ORDERS

Dating orders are those accepted from August 1 to December 31, inclusive, for shipment from December 1, 1959 to April 25, 1960, inclusive.

FACTORY MAKE-UP DISCOUNTS

The net prices are not subject to any discounts except 2% cash discount. Factory make-up discounts DO NOT APPLY. An order for U. S. Royal Sandals cannot be combined with an order for Keds to qualify the latter for factory make-up discount.

RATING OF ORDERS

Dating orders will be written on U. S. Dating Order Form 774 Rev. 7/59 in triplicate. At-Once orders will be written on our regular order form.

Procedure for writing and handling Dating and At-Once orders for U. S. Royal Sandals is the same as outlined for Keds in our U. S. Keds DSM Letter of August 1, 1959.

BILLING TO THE BROWN SHOE COMPANY

DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at net prices subject to terms of 2% May 10, net June 1, 1960.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at net prices subject to terms of 2% 10 days, E. O. M.

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment, with notation that the regular invoice will follow from the Brown Shoe Company.

Very truly yours,

LESTER A. SUHRE
Branch Footwear Sales

United States Rubber Company



NAUGATUCK FOOTWEAR PLANT
NAUGATUCK, CONNECTICUT

TELEPHONE
NAUGATUCK PARK 8-2124

DSM LETTER

January 1, 1960

BROWN SHOE COMPANY FRANCHISE DEALERS

1960 WATERPROOF SEASON - RAINPALS

Rainpals will be offered to Brown Shoe Company Franchise Dealers at the same prices and terms that we offer them to the regular trade. The procedure is outlined below:

PRICES

Rainpals will be sold at the prices shown in the January 1, 1960 price list.

DATING ORDERS

Dating orders will be accepted from January 1 to June 30 for shipment from April 1 to October 25, 1960.

QUANTITY DISCOUNT

5% quantity discount will be allowed on orders for 1 $\frac{1}{4}$ pairs or more in multiples of 12 pairs of a color, gender and last.

Quantity discount of 5% applies on Dating and At-Once orders.

An order for Rainpals cannot be combined with an order for other Footwear to qualify for factory make-up discount.

WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 1090 - Rev. 1/60.

WRITING OF AT-ONCE ORDERS

At-Once orders for Rainpals will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

[fol. 221E]

787

DSM Letter

- - 2 -

January 1, 1960

Brown Shoe Company Franchise Dealers
1960 Waterproof Season -- Rainpals

BILLING TO THE BROWN SHOE COMPANY

DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less quantity discount on qualifying orders, subject to terms of 2% cash November 10, net December 1, 1960.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less quantity discount on qualifying orders, subject to terms of 2% cash 10 days, E.O.M.

Very truly yours,

LESTER A. SUHRE

Branch Footwear Sales

LAS:jms

United States Rubber Company



NAUGATUCK FOOTWEAR PLANT
NAUGATUCK CONNECTICUT

DSM LETTER

January 1, 1960

BROWN SHOE COMPANY FRANCHISE DEALERS

1960 WATERPROOF SEASON -- U. S. PAK-A-WAYS

Pak-A-Ways will be offered to Brown Shoe Company Franchise Dealers at the same prices and terms that we offer them to the regular trade. The procedure is outlined below:

PRICES

Pak-A-Ways will be sold at the prices shown in the January 1, 1960 price list.

DATING ORDERS

Dating orders will be accepted from January 1 to June 30 for shipment from April 1 to October 25, 1960.

QUANTITY DISCOUNT

5% quantity discount will be allowed on orders for 144 pairs or more in multiples of 12 pairs of a stock number.

Quantity discount of 5% applies on Dating and At-Once orders.

An order for Pak-A-Ways cannot be combined with an order for other Footwear to qualify for factory make-up discount.

WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating order form 1090 - Rev. 1/60.

WRITING OF AT-ONCE ORDERS

At-Once orders for Pak-A-Ways will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

and Letter

- 2 -

January 1, 1960

1960 Brown Shoe Company Franchise Dealers
1960 Waterproof Season — U. S. Pak-A-Ways

BILLING TO THE BROWN SHOE COMPANYBATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less quantity discount on qualifying orders, subject to terms of 2% cash November 10, net December 1, 1960.

T-ONCE SHIPMNTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less quantity discount on qualifying orders, subject to terms of 2% cash 10 days, E. O. M.

Very truly yours,

LESTER A. SUHRE

Branch Footwear Sales

LAS:jms



DSW LETTER

United States Rubber Company

NAUGATUCK FOOTWEAR PLANT
NAUGATUCK, CONNECTICUT

TELEPHONE
NAUGATUCK PARK 9-2281

January 1, 1960

BROWN SHOE COMPANY FRANCHISE DEALERS WATERPROOF FOOTWEAR - 1960 SEASON

For the 1960 Season U. S. Brand Waterproof Footwear will be offered to Brown Franchise Dealers at the January 1, 1960 prices to retailers. The procedure covering the solicitation of Dating orders is given below:

DATING ORDERS

Factory
Make-Up
Discount

Less than 1/4 pairs or in other than case lots of an item	3%
1/4 pairs or more (but less than 480 pairs) in case lots of an item ...	5%
480 pairs or more in case lots of an item	8%

N O T E

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of an individual style, color, gender and last.

WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 109C, Rev. 1/60, in triplicate. Salesmen will forward the original and duplicate of each page of each order to the branch and retain the triplicate as their own copy.

Branches will edit orders promptly as received and will then arrange for two (2) Ozalid copies to be made of each page of each order. The original translucent pages, together with one set of the Ozalid copies, are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of Ozalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

The name of the branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company.

~~TS Letter~~

- 2 -

January 1, 1960

Brown Shoe Company Franchise Dealers
Waterproof Footwear — 1960 Season

WRITING OF DATING ORDERS (Continued)

Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number — the original translucent copy will be returned promptly to the originating branch. The Ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies, fully credit approved, are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, branches should make certain that Brown Shoe Company's order number is noted on the Ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed - by shipping period - in "Unfilled Order File".

WRITING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYBILLING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory take-up discount on qualifying orders, subject to terms of 2% November 10, net December 1, 1960.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers, subject to terms of 2% 10 days, E. O. M.

B Letter

- 3 -

January 1, 1960

Brown Shoe Company Franchise Dealers
Waterprnof Footwear — 1960 SeasonBILLING TO THE BROWN SHOE COMPANY (Continued)

If the Franchise Dealer earned 8% factory make-up discount on the Dating order it will be satisfactory to allow 8% on fill-in orders in case lots or in multi of 12 pairs of a style, color, gender and last, to meet competitive conditions.

I M P O R T A N T

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. Invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoice should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

* * * * *

Please see that your salesmen have an up-to-date list of Brown Franchise Stores in their territory.

Very truly yours,
LESTER A. SUHRE
Branch Footwear Sales

IAS:jms

Mr. J. R. Johnston
 Franchise Stores Division
 Brown Shoe Company
 St. Louis 24, Missouri

Dear Dick:

This will confirm agreements arrived at with you on our visit in your office Tuesday, April 28, concerning a revision on commissions on the sale of Waterproof Footwear, Keds, and Kedettes to Brown Shoe Company Franchise dealers.

The following revisions in commissions mutually agreed upon will become effective on the dates set forth.

Revisions in commissions on Dating orders will be as follows, and will become effective on the billing dates designated.

	Billing as of	Commission		Billing as of	Commission
Waterproof	1/1/60	10%	Waterproof	1/1/61	6%
Keds	8/1/59	10%	Keds	8/1/60	6%
Kedettes	8/1/59	5%	Kedettes	8/1/60	5%

Commissions on Dating orders of Rainpals and Royal Sandals will remain unchanged and will continue as follows:

Rainpals (Plastic)	5%
Royal Sandals	5%

Commissions on fill-ins or at-once business will remain unchanged and will continue as follows:

Waterproof	5%
Keds	5%
Kedettes	5%
Rainpals (Plastic)	5%
Royal Sandals	5%

It was agreed that both United States Rubber and Brown Shoe Company have mutually benefitted in the commission arrangements which have been in effect over a period of many years. We are looking forward to the continuation of this fine relationship on a mutually profitable basis for many years to come.

Very truly yours,

ACT/ms

A. C. Ware
 Branch Footwear Sales Manager

cc: Messrs. W. L. H. Griffin — Brown Shoe
 [] J. Stroessner — Brown Shoe
 J. J. Brady — 1230

Merchants on the Brown Franchise Program, who purchase waterproof and canvas footwear from U. S. Rubber Company and are billed by Brown Shoe Company, do so as follows:

The bulk of purchases are made on dating (advance) orders. On canvas footwear dating orders carry terms of May 10 less 2 per cent cash discount, net June 1. Waterproof footwear carry terms of November 10 less 2 per cent cash discount, net December 1. Fill in orders carry terms of 30 days less 2 per cent cash discount.

Dating Orders

The U. S. Rubber Company sales representative solicits the merchant and receives an order. Such orders are sent by U. S. Rubber's salesmen to the branch office of U. S. Rubber Company which in turn sends Brown Shoe Company two copies of the order. Brown identifies these orders with an order number in addition to U. S. Rubber Company's order number and processes them for credit approval. If the order receives credit approval, U. S. Rubber Company is advised. In the case of orders which are not immediately approved for credit by the Credit Department of Brown, U. S. Rubber Company is notified that approval is being withheld.

Fill In Orders

Fill in orders are orders placed during the retailer's selling season and are sent by the merchant directly to a branch of U. S. Rubber Company or given to a U. S. Rubber Company salesman. U. S. Rubber Company has a list of merchants on the Brown Franchise Program listing the amount of credit for which Brown's approval is automatically given. Where a fill in order exceeds the amount of this automatic credit \$1, the branch requests credit OK from Brown.

Under the above procedure if U. S. Rubber Company ships prior to receiving credit approval or in excess of a fixed amount of automatic credit approval, Brown Shoe Company does not guarantee payment of the account.

Payment

When U. S. Rubber Company makes a shipment, two copies of the invoice are mailed to Brown and another copy to the customer. Brown Shoe Company bills the franchise customer directly from the invoice received from U. S. Rubber Company. The charge resulting from the bill to the franchise customer is posted to that customer's account, and payment is made by the customer to Brown in accordance with the terms of shipment shown thereon as described above.

U. S. Rubber Company, each month, sends Brown a statement covering all shipments and credits made to franchise dealers during the previous month. This statement is paid by Brown to U. S. Rubber Company by the 10th of the month. Thus, no payments are made by Brown prior to shipment, although on dating orders Brown's payments to U. S. Rubber are made well in advance of receipt of payment by Brown.

In the years 1954 through 1958 Brown Shoe Company sustained two credit losses on purchases made by Brown Franchise Stores of goods from U. S. Rubber Company. These were as follows:

1. Binn's Bootery
Wayco, Texas
February 22, 1957
\$2,197.17
2. Barrington Bootery, Inc.
Barrington, Illinois
October 29, 1958
\$398.50

It is expected that this latter loss will be recovered in its entirety by the attorney with whom this account has been placed.

We have been unable to discover any instance in which payments for U. S. Rubber goods by merchants were as much as six months late in the years 1954 through 1958.

In the event that Franchise merchants who have purchased goods from U. S. Rubber Company return such goods for credit for reasons of quality, fit, etc., such returns are made directly to U. S. Rubber Company by the merchants, and any adjustments are agreed to by the merchant and U. S. Rubber Company. Brown does not make any adjustments for loss in transit, for variations in quantity from the amount stated on the invoice, or in quality, such adjustments being made by the merchant involved and U. S. Rubber Company.

IBM LETTER

United States Rubber Company

NAUGATUCK FOOTWEAR PLANT

NAUGATUCK, CONNECTICUT



TELEPHONE
NAUGATUCK PARK 5-2261

August 1, 1958

BROWN SHOE COMPANY - FRANCHISE DEALERS U. S. KEDS - 1958-59 SEASON

The 1958-59 U. S. Keds line will be offered to Brown Franchise Dealers at regular prices and terms under our policy. Complete instructions are given below:

DATING ORDERS

Keds Dating orders will be accepted from August 1 to December 31, inclusive, for shipment from December 1, 1958 to April 25, 1959, inclusive.

Factory Make-Up Discount

Less than 144 pairs or in other than case lots of an item	3%
144 pairs or more (but less than 480 pairs) in case lots of an item	5%
480 pairs or more in case lots of an item	8%

WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 774 Rev. 7/58 in triplicate. Salesmen will forward the original and duplicate of each page of each order to the Branch and retain the triplicate as his own copy.

Branches will edit orders promptly as received and will then arrange for two (2) osalid copies to be made of each page of each order. The original translucent pages, together with one set of the osalid copies, are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of osalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

The name of the Branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company.

SW Letter

- 2 -

August 1, 1958

Brown Shoe Company - Franchise Dealers
A. S. Keds - 1958-59 Season

WRITING OF DATING CRIES (Continued)

Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number - the original translucent copy will be returned promptly to the originating Branch. The ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed - by shipping period - in "Unfilled Order File".

WRITING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYDATING CRIER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer less factory make-up discount on qualifying orders, subject to terms of 2% May 10, net June 1, 1959.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer subject to terms of 30 days, E. O. M.

BDM Letter

- 3 -

August 1, 1959

Brown Shoe Company - Franchise Dealers
U. S. Keds - 1958-59 Season

BILLING (Continued)

If the Franchise Dealer earned 8% factory make-up discount on the Dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, and gender to meet competitive conditions.

I M P O R T A N T

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we sent to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

Please see that your salesmen have an up-to-date list of Brown Franchise Dealers in their territory.

Very truly yours,

LESTER A. SUNRE

Branch Footwear Sales

LAS/anc



United States Rubber Company
Naugatuck Footwear Plant

January 1, 1955

BROWN SHOE COMPANY FRANCHISE DEALERS

WATERPROOF FOOTWEAR — 1955 SEASON

for the 1955 season U. S. Brand and Goodyear Glove brand Waterproof will be offered to Brown Franchise Dealers at the January 1, 1955 prices to retailers. The procedure covering the solicitation of dating orders will be the same as last season and complete instructions are given below:

<u>DATING ORDERS</u>	<u>Factory Make-up Discount</u>
Less than 144 pairs.....	3%
144 pairs to 480 pairs.....	6%
480 pairs or more.....	8%

NOTE: It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender, last and width. This applies to Latex and Plastic as well as to Conventional items.

WRITING OF DATING ORDERS

Dating orders will be written on the Brown Shoe Company "Rubber Department" four-part order form, and the salesman will add one extra tissue — the five copies will be distributed as follows:

The extra tissue retained by the salesman.
The pink copy to be left with the dealer.

The salesman will send the blue, yellow and regular tissue to his local branch. (The branch will retain the regular white tissue copy and will forward the blue and the yellow copies of Brown orders to the Rubber Department, Brown Shoe Company, St. Louis, Missouri.)

The salesman will use his regular order number in regular sequence, prefixing his number with the letter "B". The salesman will write orders in the same manner as for other dealers, showing terms and showing factory make-up discount where it applies.

The salesman's name should be legibly written in the lower right-hand corner of the Brown order form, and underneath the salesman's name should appear the name of the branch.

-2-

The Brown Shoe Company will write the dating orders on our order forms (551 Glove and 556 U. S.) and return them to the branch of origin.

WRITING OF AT-ONCE ORDERS

At-once orders will be written on our regular order forms. Do not write at-once orders on Brown Shoe Company order forms, and do not send at-once orders to the Brown Shoe Company for confirmation.

On at-once orders for over \$100.00 you will communicate with the Brown Shoe Company, St. Louis, for credit approval.

BILLING TO THE BROWN SHOE CO.

DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2% November 10th, net December 1st, 1955.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer, subject to terms of 2% 10 days E.O.M.

If the Franchise Dealer earned 8% factory make-up discount on the dating order, it will be satisfactory to allow 6% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, gender and width to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

* * * * *

Please see that your salesman have an up-to-date list of Brown Franchise Stores.

Very truly yours,

J. J. TARRANT

Footwear Sales

JJT/tm

United States Rubber Company

NAUGATUCK FOOTWEAR PLANT
NAUGATUCK, CONNECTICUTDSM LETTER

January 1, 1956

BROWN SHOE COMPANY FRANCHISE DEALERS
WATERPROOF FOOTWEAR — 1956 SEASON

For the 1956 season U. S. Brand and Goodyear Glove Brand Waterproof will be offered to Brown Franchise Dealers at the January 1, 1956 prices to retailers. The procedure covering the solicitation of dating orders is given below:

DATING ORDERSFactory
Make-up
Discount

Less than 144 pairs.....	<u>3%</u>
144 pairs but less than 480 pairs in case lots of an item.....	<u>5%</u>
480 pairs or more in case lots of an item.....	<u>8%</u>

NOTE

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender, last and width.

If it is competitively necessary you may allow Franchise Dealers 8% factory make-up discount on dating orders for 144 pairs or more (but less than 480 pairs) in case lots, the same as we did last season. This should be the exception and generally the Waterproof dating will be written in accordance with the regular policy.

WRITING OF DATING ORDERS

Dating orders will be written on the Brown Shoe Company "Rubber Department" four-part order form, and the salesman will add one extra tissue—the five copies will be distributed as follows:

The extra tissue retained by the salesman.

The pink copy to be left with the dealer.

The salesman will send the blue, yellow and regular tissue to his local branch. (The branch will retain the regular white tissue copy and will forward the blue and the yellow copies of Brown orders to the "Rubber Department", Brown Shoe Company, St. Louis, Missouri).

The salesman will use his regular order number in regular sequence, prefixing this number with the letter "B". The salesman will write orders in the same manner as for other dealers, showing terms and showing factory make-up discount where it applies.

DSM LETTER

1/1/56

- 2 -

WRITING OF DATING ORDERS (Cont'd)

The salesman's name should be legibly written in the lower right-hand corner of the Brown order form, and underneath the salesman's name should appear the name of the branch.

The Brown Shoe Company will rewrite the dating orders on our order Forms (551 Glove and 556 U. S.) and return them to the branch of origin.

WRITING OF AT-ONCE ORDERS

At-once orders will be written on our regular order forms. Do not write at-once orders on Brown Shoe Company order forms, and do not send at-once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYDATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2% November 10, net December 1, 1956.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer, subject to terms of 2% 10 days, E.O.M.

If the Franchise Dealer earned 8% factory make-up discount on the dating order, it will be satisfactory to allow 8% on fill-in orders, in case lots or in multiples of 12 pairs of a style, color, gender, and width to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

* * * * *

Please see that your salesmen have an up-to-date list of Brown Franchise Stores.

Very truly yours,

J. J. TARRANT
Footwear Sales

JJT:amc



United States Rubber Company

NAUGATUCK FOOTWEAR PLANT
NAUGATUCK, CONNECTICUT

ON LETTER

January 1, 1957

BROWN SHOE COMPANY FRANCHISE DEALERS

WATERPROOF FOOTWEAR - 1957 SEASON

For the 1957 Season U. S. Brand and Goodyear Glove Brand Waterproof will be offered to Brown Franchise Dealers at the January 1, 1957 prices to retailers. The procedure covering the solicitation of dating orders is given below:

DATING ORDERS

Factory
Make-up
Discount

Less than 144 pairs.	3%
144 pairs but less than 480 pairs in case lots of an item.	5%
480 pairs or more in case lots of an item.	8%

NOTE

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender and last.

If it is competitively necessary you may allow Franchise Dealers 8% factory make-up discount on dating orders for 144 pairs or more (but less than 480 pairs) in case lots, the same as we did last Season. This should be the exception and generally the Waterproof dating will be written in accordance with the regular policy.

DATING OF DATING ORDERS

Dating orders will be written on the Brown Shoe Company "Rubber Department" four-part order form and the salesman will add one extra tissue -- the five copies will be distributed as follows:

The extra tissue retained by the salesman.
The pink copy to be left with the dealer.
The salesman will send the blue, yellow and regular tissue to his local Branch. (The Branch will retain the regular white tissue copy and will forward the blue and the yellow copies of Brown orders to the "Rubber Department", Brown Shoe Company, St. Louis, Missouri.)

The salesman will use his regular order number in regular sequence prefixing this number with the letter "B". The salesman will write orders in the same manner as for other dealers showing terms and showing factory make-up discount where it applies.

BDM LetterBrown Shoe Company Franchise Dealers
Waterproof Footwear — 1957 Season

1/1/57

- 2 -

WRITING OF DATING ORDERS (Continued)

The salesman's name should be legibly written in the lower right-hand corner of the Brown order form and underneath the salesman's name should appear the name of the Branch.

The Brown Shoe Company will rewrite the dating orders on our order forms (551 Glove and 556 U. S.) and return them to the Branch of origin.

WRITING OF AT-ONCE ORDERS

At-once orders will be written on our regular order forms. Do not write at-once orders on Brown Shoe Company order forms and do not send at-once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYDATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders subject to terms of 2% November 10, net December 1, 1957.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer subject to terms of 2% 10 days, E. O. M.

If the Franchise Dealer earned 8% factory make-up discount on the dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, gender and last to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

* * * * *

Please see that your salesmen have an up-to-date list of Brown Franchise Stores.

Very truly yours,

LESTER A. SUMRE
Footwear Sales

DSM LETTER**United States Rubber Company**

NAUGATUCK FOOTWEAR PLANT

NAUGATUCK, CONNECTICUT

TELEPHONE
NAUGATUCK PARK 3-2381

January 1, 1959

BROWN SHOE COMPANY FRANCHISE DEALERSWATERPROOF FOOTWEAR — 1959 SEASON

For the 1959 Season U. S. Brand Waterproof Footwear will be offered to Brown Franchise Dealers at the January 1, 1959 prices to retailers. The procedure covering the solicitation of Dating orders is given below:

DATING ORDERS

	<u>Factory Make-Up Discount</u>
Less than 114 pairs or in other than case lots of an item	3%
114 pairs or more (but less than 480 pairs) in case lots of an item ...	5%
480 pairs or more in case lots of an item	8%

N O T E

It will be permissible to consider as the equivalent of case lots multiples of 12 pairs of any individual style, color, gender, and last.

WRITING OF DATING ORDERS

Dating orders will be written on U. S. Dating Order Form 1090, Rev. 1/59, in triplicate. Salesmen will forward the original and duplicate of each page of each order to the Branch and retain the triplicate as their own copy.

Branches will edit orders promptly as received and will then arrange for two (2) Ozalid copies to be made of each page of each order. The original translucent pages, together with one set of the Ozalid copies, are to be forwarded promptly to the Rubber Department, Brown Shoe Company, St. Louis, Missouri, with a brief note of transmittal. The duplicate (yellow) copy of each order is to be retained in a Brown Shoe "Pending Order File". The second set of Ozalid copies is to be mailed to Naugatuck promptly as the "Sales Analysis" copy.

Brown Shoe Company orders will be recorded on Dating Sales worksheets at the time the orders are edited.

The name of the Branch should be clearly identified on all copies of orders being mailed to the Brown Shoe Company.

DRA Letter

- 2 -

January 1, 1959

Brown Shoe Company Franchise Dealers
Waterproof Footwear — 1959 SeasonWRITING OF DATING ORDERS (Continued)

Brown Shoe will indicate confirmation on the original translucent copy of each order received by inserting their order number — the original translucent copy will be returned promptly to the originating Branch. The Ozalid copy sent to the Brown Shoe Company will be retained in their possession for their records.

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company Dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the Ozalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed by shipping period in "Unfilled Order File".

WRITING OF AT-ONCE ORDERS

At-Once orders will be written on our regular order form. Do not write At-Once orders on the Dating order form and do not send At-Once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYDATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers less factory make-up discount on qualifying orders, subject to terms of 2% November 10, net December 1, 1959.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailers, subject to terms of 2% 10 days, E. O. M.

Letter

- 3 -

January 1, 1959

Brown Shoe Company Franchise Dealers
Waterproof Footwear — 1959 SeasonSELLING TO THE BROWN SHOE COMPANY (Continued)

If the Franchise Dealer earned 8% factory make-up discount on the Dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, gender, and last, to meet competitive conditions.

IMPORTANT

Original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and a triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing the factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

*** * * * * * * * * * * * * * * ***

Please see that your salesmen have an up-to-date list of Brown Franchise Stores in their territory.

Very truly yours,

Lester A. Suhre
Branch Footwear Sales



United States Rubber Company

NAUGATUCK FOOTWEAR PLANT
NAUGATUCK, CONNECTICUT

DSM LETTER

August 1, 1955

BROWN SHOE COMPANY - FRANCHISE STORES
U. S. KEDS - 1955-56 SEASON

The 1955-56 U. S. Keds line will be offered to Brown Franchise Stores at regular prices and terms under our policy. Complete instructions are given below:

DATING ORDERS

Keds dating orders will be accepted from August 1 to December 31 inclusive for shipment from December 1, 1955 to April 25, 1956 inclusive.

Factory Make-up	<u>Discount</u>
--------------------	-----------------

Less than 144 pairs or in other than case lots of an item	3%
144 pairs or more (but less than 480 pairs) in case lots of an item	5%
480 pairs or more in case lots of an item	8%

WRITING OF DATING ORDERS

Dating orders will be written on the Brown Shoe Company, Rubber Department, four-part order form, and the salesman will add one extra tissue. The five copies will be distributed as follows:

The extra tissue retained by the salesman.

The pink copy to be left with the dealer.

The salesman will send the blue, yellow and regular tissue to his local branch. (The branch will retain the regular white tissue copy and will forward the blue and the yellow copies of the Brown orders to the Rubber Department, Brown Shoe Company, St. Louis, Missouri.)

The salesman will use his regular order number in regular sequence, prefixing this number with the letter "F". The salesman will write orders in the same manner as for other dealers, showing terms and factory make-up discount where it applies.

The salesman's name should be legibly written in the lower right-hand corner of the Brown order form; and underneath the salesman's name should appear the name of the branch.

The Brown Shoe Company will rewrite the dating orders on our order forms and return them to the branch of origin.

WRITING OF AT-ONCE ORDERS

At-once orders will be written on our regular order form. Do not write at-once orders on the Brown Shoe Company order form, and do not send at-once orders to the Brown Shoe Company for confirmation.

-2-

WRITING OF AT-ONCE ORDERS (Cont'd.)

On at-once orders for over \$100.00 you will communicate with the Brown Shoe Company, St. Louis, for credit approval.

BILLING TO THE BROWN SHOE COMPANY

DATING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer, less factory make-up discount on qualifying orders, subject to terms of 2% May 10, net June 1, 1956.

AT-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer, subject to terms of 2% 10 days E.O.M.

If the Franchise Dealer earned 8% factory make-up discount on the dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, color, gender and width to meet competitive conditions.

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Company, St. Louis, and triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company."

* * * * *

Please see that your salesmen have an up-to-date list of Brown Franchise stores in their territory.

Very truly yours,

J. J. TARRANT

Footwear Sales

JJT:ams

<u>Store</u>	<u>Date Added</u>
<u>Pennsylvania (Cont.)</u>	
Gold's Shoes, Inc. 310 E. Eighth Ave. Homestead, Pa.	2/13/56
Samuel Jackson Jackson's Shoe Store 320 Main St. Irwin, Pa.	6/19/59
Hub Shoe Co. 31-33 Fraley St. Kane, Pa.	6/17/57
Richards 306 5th Ave. McKeesport, Pa.	5/27/59
Bishop Shoe Co. 212 Brownsville Rd. Mt. Oliver, Pa.	1/4/56
Shugarts Shoes Front & Laurel Philipsburg, Pa.	7/2/56
Blynn's Shoe Store, Inc. 710 Homewood Ave. Pittsburgh, Pa.	2/27/59
Steele's Buster Brown Shoes 8001 McKnight Rd. Pittsburgh, 37, Pa.	3/22/55
Harl's Shoe Store Pantall Block Punxsutawney, Pa.	9/4/56
Karen's Shoe Store 610 Penn Ave. Turtle Creek, Pa.	8/21/59
Dutrey's Shoes 71 W. Main Arcade Bldg. Waynesboro, Pa.	2/29/56
<u>South Dakota</u>	
Juel's Shoe Stores, Inc. DBA Juel's Shoes 413 Main Brookings, S. Dak.	2/6/58

Letter:

- 2 -

8/1/67

Brown Shoe Company - Franchise Dealers
S. Keds - 1957-58 Season

TYPING OF DATING ORDERS (Continued)

At the time the original translucent copy of order carrying Brown Shoe Company order number is received back in the Branch, the duplicate (yellow) copy of order form written by the salesman should be returned to the customer with the usual form of Branch acknowledgment. The original translucent copy should then be referred to Branch Credit Department.

The "Sales Analysis" copy of order when received back from Naugatuck should be placed in Brown Shoe "Pending Credit Approval File". As original translucent copies fully credit approved are received back in the Trade Service Section, these should be held with the "Sales Analysis" copy in the Brown Shoe "Pending Credit Approval File" until such time as Brown Shoe Company has advised that they have given final credit approval to the individual order. Brown Shoe Company will advise by special form as they are in position to apply final credit approval to the individual order.

The original translucent copies of Brown Shoe Company dating orders are not to be processed on to Naugatuck for shipment until such time as credit approval slip has been received from Brown Shoe Company. As is required on all customers' orders entered with Naugatuck for direct shipment, full credit approval of Branch Credit Department must be noted in space provided on order form before original translucent copy is mailed to Naugatuck.

As original translucent copies are mailed to Naugatuck, Branches should make certain that Brown Shoe Company's order number is noted on the Omalid "Unfilled Order File" copy. This copy should also be noted as to date original translucent was mailed to Naugatuck. This copy should then be filed - by shipping period - in "Unfilled Order File".

TYPING OF AT-ONCE ORDERS

At-once orders will be written on our regular order form. Do not write At-once orders on the Dating order form and do not send At-once orders to the Brown Shoe Company for confirmation.

BILLING TO THE BROWN SHOE COMPANYTYPING ORDER SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer less factory make-up discount on qualifying orders subject to terms of 2% May 10, net June 1, 1958.

-ONCE SHIPMENTS

Bill to the Brown Shoe Company, St. Louis, at prices to retailer subject to terms of 2% 10 days, E. C. M.

The Franchise Dealer earned 8% factory make-up discount on the Dating order, it will be satisfactory to allow 8% on fill-in orders in case lots or in multiples of 12 pairs of a style, dealer, and gender to meet competitive conditions.

IGM Letter

- 3 -

9/1/5

Brown Shoe Company - Franchise Dealers
U. S. Kicks - 1957-58 Season

IMPORTANT

The original and duplicate copies of the invoice will be sent to the Brown Shoe Co., St. Louis, and triplicate copy to the store receiving the shipment. The invoice sent to the store will be a complete copy of the invoice that we send to the Brown Shoe Company showing factory make-up discount and terms. The invoices should carry the following phrase:

"Regular invoice will follow from the Brown Shoe Company"

Please see that your salesmen have an up-to-date list of Brown Franchise Dealers in their territory.

Very truly yours,

Lester A. Suhrs
Footwear Sales

LAS/mms

1/1/

ITEM NAME AND ADDRESS	YEAR	L.B. Jr.	L.B. Sr.	CLINIC	TOTAL
Busher Shoe Store 10 S. Main Plymouth, Mich. (Pop. 6,637)	1951	619	461	114	1,224
	1952	855	435	240	1,530
	1953	0	12	234	246
	1954	0	18	222	240
	1955	0	18	234	252
	1956	0	50	331	381
	1957	0	25	203	228
	1958	0	12	176	188
	1959	0	107	207	314
Conway Shoe Co. Memphis, Tenn. (Pop. 600,000)	1957	289	23	42	354
	1958	0	0	115	115
	1959	0	0	85	85
Conrad's Shoes 920 N 17th Ave. Milwaukee, Wisc. (Pop. 7037)	1956	264	207	208	679
	1957	26	20	137	183
	1958	195	37	126	360
	1959	188	5	129	322
Couston's Shoe Store 216 Shattuck Berkeley, Calif. (Pop. 113,805)	1954	1,709	7	611	2,327
	1955	999	2	514	1,515
	1956	657	0	565	1,222
	1957	738	61	503	1,302
	1958	743	93	360	1,196
	1959	614	99	415	1,128
Darlene's Shoes 11 Railroad Ave. Pittsburgh, Calif. (Pop. 12,763)	1953	0	0	258	258
	1954	0	0	156	156
	1955	0	0	199	199
	1956	0	0	106	106
	1957	0	0	137	137
	1958	0	0	102	103
	1959	0	0	65	65
Diamond Shoes 12 W. Main Urlock, Calif. (Pop. 6235)	1955	0	0	97	97
	1956	0	0	197	197
	1957	0	0	136	136
	1958	0	0	112	112
	1959	0	0	96	96

FIRM NAME AND ADDRESS	YEAR	L.B. JR.	L.B. SR.	CLINIC	TOT.
Hudson's Burley, Idaho (Pop. 5,924)	1957 1958 1959	0 0 0	0 0 0	163 152 125	163 152 125
McCoy's Midwest Shoes, Inc. Centralia, Ill. (Pop. 13,063)	1957 1958 1959	0 0 0	0 0 0	111 123 47	111 123 47
David's Shoes Ottawa, Ill. (Pop. 16,957)	1956 1957 1958 1959	0 0 0 0	190 234 99 90	320 245 268 233	510 479 367 323
Lilje's Shoe Store 21 N. Main Carbondale, Pa. (Pop. 16,296)	1956 1957 1958 1959	0 0 0 0	0 0 0 0	161 78 55 67	161 78 55 67
Heydrick Shugarts, Inc. Philipsburg, Pa. (Pop. 3,986)	1957 1958 1959	0 0 0	54 0 0	120 102 93	174 102 93
R. L. Holmes Shoe Store Morristown, Tenn (Pop. 13,019)	1956 1957 1958 1959	273 10 47 7	29 2 1 1	71 80 169 70	313 92 217 78

<u>Year</u>	<u>Official Statement Date</u>	<u>Line Amount</u>	<u>Line Amount</u>
1954	105,471	55,593.11	129,522.74
1955	139,590	799.043	101,392.71
1956	172,761	1,017,511.91	726,002.39
1957	151,362	1,014,961.56	641,606.51
1958	1957	1,00,460.00	25,576.24
1959	209,511	1,323,391.70	19,923
1960	160,666	1,069,599.37	244,205.00
			27,331.7
			181,360.15
			15

[fol. 258E] COMMISSION EXHIBIT 141-A.

fol. 259E

STORES ON BROWN FRANCHISE PROGRAM AS OF JANUARY 1, 1960
INDICATING THOSE STORES WHICH JOINED THE PROGRAM AFTER JANUARY 1, 1955

<u>Store</u>	<u>Date Added</u>
<u>Alabama</u>	
Sikes & Bratton Shoe Co. Roebrick Shopping Center 9166 4th Ave. So. Birmingham, Ala.	1/7/57
De Shields-Larson Shoes Eastbrook, Inc. 407 Coliseum Blvd. Montgomery 10, Ala.	6/19/59
Foote Shoes 312 Montgomery Sheffield, Ala.	1/6/58
<u>Arizona</u>	
David Shoes Park Central 32 Park Central Mall Phoenix, Ariz.	12/21/56
Goot Shoes 19 S. Scottsdale Rd. Scottsdale, Ariz.	12/30/58
<u>Arkansas</u>	
Monday-Powell S. S., Inc. 1101 Oak St. Conway, Ark.	1/4/55
<u>California</u>	
Jerry's Shoes 842 Valley Blvd. Alhambra, Calif.	6/11/59
Clark's Children's Bootery, No. 2 1212 S. Brookhurst Corral Shopping Center Anaheim, Calif.	6/26/59
Lincoln Park Shoe Corp. DBA Buster Brown Shoe Store 8956 Knott Ave. Buena Park, Calif.	

StoreDate AddedCalifornia (Cont.)

John & Roma Ipswich
Fillmore Bootery
320 Central Avenue
Fillmore, Calif.

9/16/55

Cashions Shoe Store
712 West Shaw
Fig Garden Shopping Center
Fresno, Calif.

12/21/56

Junior Bootery of Fullerton
418 W. Commonwealth
Fullerton, Calif.

1/4/56

Langs Shoe Store
John J. Lang
125 N. Monterey
Gilroy, Calif.

2/26/58

Peters Shoe Store
146 N. Brand
Glendale, Calif.

9/16/55

Phillip's Bootery
16904 Devonshire
Granada Hills, Calif.

12/16/58

Cassidy's Shoe Store
121 W. 7th St.
Hanford, Calif.

10/13/58

Jerry's Shoes
65 Pier St.
Hermosa Beach, Calif.

8/19/58

Axline's Fine Shoes
276 S. Coast Blvd.
Laguna Beach, Calif.

10/6/59

Burton's Shoe Store
2200 First St.
Livermore, Calif.

4/29/55

Conrad's Bootery
P. O. Box 32
128 North 'I' St.
Lompoc, Calif.

10/27/59

Bodell's Shoes, Inc.
DBA Bodel Shoes
4148 Viking Way
Long Beach, Calif.

2/25/59

<u>Store</u>	<u>Date Added</u>
<u>California (Cont.)</u>	
Furnal Shoes c/o Frances Shoe 430 Pine Long Beach, Calif.	11/25/55
Rancho Shoes Los Altos Rancho Fremont & Springer Rd. Los Altos, Calif.	10/1/56
Rhee's Shoes S. Greenberg & K. Randolph, Props. 1504 E. Florence Los Angeles, Calif.	8/7/56
Fuhrman's Lynwood Bootery E. Fuhrman, Jr. & Martha Fuhrman 11335 Long Beach Blvd. Lynwood, Calif.	9/29/55
Rancho Shoes 711 Santa Cruz Ave. Menlo Park, Calif.	12/28/59
Sandlers Shoe Store 600 Whittier Montebello, Calif.	7/15/57
Newhall Shoe Store 24336 San Fernando Blvd. Newhall, Calif.	9/11/59
Chapman's Shoes 1431 Grant Ave. Novato, Calif.	2/21/58
Buster Brown Shoe Store 141 S. Glassell Orange, Calif.	9/3/59
Johnson Shoe Store 715 N. 4th St. Orland, Calif.	6/19/59
Dan's Shoes Linda Mar Shopping Center 1283 Linda Mar Blvd. Pacifica, Calif.	4/6/56

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	<u>Store</u>	<u>Date Added</u>
<u>California (Cont.)</u>		
55	Berdon's Shoes c/o Hertel-Barnett 250 E. Colorado Blvd. Pasadena, Calif.	11/18/57
6	Cassidy Shoe Store 403 N. Main Porterville, Calif.	1/17/58
5	Carls Shoes 347 Walnut Red Bluff, Calif.	3/20/56
59	Redwood Bootery Lawrence & Pat Francesconi 175 Wildwood Ave. Rio Dell, Calif.	9/19/55
7	Leon's Shoes Leon Dorian 1971 High St. Selma, Calif.	6/21/56
9	Samuels Shoes 14510 Ventura Blvd. Sherman Oaks, Calif.	6/26/59
8	Hammond's 142 W. Main St. Turlock, Calif.	5/31/55
9	Stevens Bootery 17230 Saticoy Van Nuys, Calif.	6/13/55
0	McQueen's Shoes Gorman McQueen 15584 Seventh St. Victorville, Calif.	1/16/58
0	Lee's Shoes 1014 W. Garvey Blvd. West Covina, Calif. P. O. Covina, Calif.	7/12/57
0	Johnson Family Shoe Store Willows, Calif.	8/13/56

<u>Store</u>	<u>Date Added</u>
<u>Connecticut</u>	
Gordon's Bootery, Inc. 936 Chapel St. New Haven, Conn.	9/11/57
Prague Shoe Co., Inc. New London Shopping Center New London, Conn.	1/31/57
<u>Delaware</u>	
Ettenger's Shoe Store 207 Lockerman St. Dover, Del.	3/12/56
Pilnick's Shoe Store 48 E. Main St. Newark, Del.	9/25/58
Carl Cobin, Inc. 834 Market St. Wilmington, Del.	12/27/55
<u>Florida</u>	
Carlton's Shoe Store Mr. Edward Joseph, Prop. 625 Cleveland Ave. Clearwater, Fla.	7/6/59
Sam Schatzman Shoe Dept. No. 2 c/o Belks Dept. Store 5741 Bird Road Coral Gables, Fla.	8/19/57
Mc Coy's Shoes, Inc. 2249 First St. Ft. Myers, Fla.	6/6/55
Utsey's 3573 St. Johns Ave. Jacksonville, Fla.	10/17/57
Utsey's 216 W. Adams Jacksonville, Fla.	10/17/57
Utsey's c/o Leibo's Dept. Store 770 N. Edgewood Jacksonville, Fla.	6/6/58
Utsey's 1984 San Marco Blvd. Jacksonville, Fla.	10/17/57

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StoreDate AddedFlorida (Cont.)

Family Shoe Store 403 W. Main St. Lessburg, Fla.	12/30/58
Mr. Samuel Schatzman c/o Belk's Biscayne Plaza Shop. Ctr. Biscayne Blvd. at 79th St. Miami, Fla.	1/8/57
Gibson Cates Shoe Store 12 N. Magnolia Ocala, Fla.	5/24/57
Knight & Hendley Shoes, Inc. c/o William Henry's Dept. Store Central Plaza Shopping Center St. Petersburg, Fla.	8/2/57
McCoy's Shoes c/o Sport Shop Sarasota, Fla.	5/25/59

Georgia

Mason's Morton M. Friedman, Prop. Douglas, Ga.	8/2/56
Minkovitz Shoe Dept. 1 South Main St. Statesboro, Ga.	8/2/56

Idaho

Hudson's Dept. MD-2 1237 Overland Burley, Idaho	7/25/56
Ashliman's Shoe Co. Rexburg, Idaho	3/3/58

Illinois

Leo Noble Shoe Store De Kalb Shopping Center De Kalb, Ill.	12/28/59
Lad & Lassie Junior Footwear 10 E. Chicago St. Elgin, Ill.	5/20/59

StoreDate AddedIllinois (Cont.)

J. H. Knippen c/o Ruby's 149 N. York Elmhurst, Ill.	9/5/58
Jo-Mar Shoes, Inc. 637 2nd St. LaSalle, Ill.	12/17/59
David's Shoes 611 LaSalle St. Ottawa, Ill.	1/18/57
Doug's Town & Country Shoes 507 W. Gallatin Vandalia, Ill.	12/23/59
Masters Shoe Co. 22 N. Genesee St. Waukegan, Ill.	6/4/58

Indiana

Kaye's Shoe Store Southgate Plaza Ft. Wayne, Ind.	3/20/56
Kayes 1227 E. State Ft. Wayne, Ind.	2/29/56
B & B Shoes 20 E. Washington Green Castle, Ind.	7/2/56
Schultz Bros. 216 E. Main St. Madison, Ind.	2/23/55
Fall City Shoe Corp. 319 Pearl St. New Albany, Ind.	8/30/57
B & B Shoes 1332 Broad St. New Castle, Ind.	12/19/55
Taylor's Shoe Store 725 Main St. Rochester, Ind.	11/1/56

StoreDate AddedIndiana (Cont.)

Wake's Shoe Store
42 W. Canal St.
Wabash, Ind.

3/5/57

Iowa

D. B. Miller Co.
c/o Gremers
208-10 2nd Ave., S. E.
Cedar Rapids, Iowa

5/21/56

Hendersons Shoe Store
117 1st St., N. W.
Hampton, Iowa

11/25/59

Bauer's Shoe Store
Harlan, Iowa

6/19/59

B & H Shoes
Omaha, Iowa

7/18/55

Stewart's Bootery
Oskaloosa, Iowa

7/14/55

Pella Bootery
707 Franklin
Pella, Iowa

8/2/56

Waggoner's
113 Grand
W. Des Moines, Iowa

6/20/56

Kansas

Hilligoss Shoes
622 Commercial St.
Atchison, Kansas

12/7/56

Lloyd's Great Bend Shoes, Inc.
1421 Main
Great Bend, Kansas

7/26/55

Lloyd's Shoes, Inc.
126 N. Main
Wichita 2, Kansas

7/26/55

Kentucky

B & B Shoes
5330 So. Third St., Rm. E.
Louisville, Ky.

1/13/55

StoreDate AddedKentucky (Cont.)

Madisonville Shoes
Clark & Bailey, Props.
Main St.
Madisonville, Ky.

12/2/58

Louisiana

Quality Shoe Store
756 Front St.
Natchitoches, La.

1/17/58

Haase Shoe Store
8119 Oak St.
New Orleans, La.

9/13/57

Maryland

Le Compte Shoe Shop
25 Race St.
Cambridge, Md.

1/21/59

Shinnamons
61 Baltimore St.
Cumberland, Md.

3/3/58

Michigan

Don Shoes
157 E. Main St.
Benton Harbor, Mich.

5/14/57

Sherman Shoes
115 W. Maple
Birmingham, Mich.

7/15/58

Redden & Rawlinson Shoes
16394 E. Warren
Detroit 24, Mich.

8/11/58

The Economy Shoe Center
Northwest Shopping Center
Pierson & Clio Rd.
Flint, Mich.

8/30/56

O'Connor Shoes
213 So. Lafayette St.
Greenville, Mich.

3/25/57

Cartwright's
Colonial Village
1631 W. Mt. Hope
Lansing, Mich.

6/15/56

STOREDate AddedMichigan (Cont.)

Cartwright Shoe Store 128 E. Broadway Mt. Pleasant, Mich.	7/19/56
Robert Shoe Co. c/o D. M. Christian Dept. Store Owosso, Mich.	7/12/57
Harrison Fisher Shoes, Inc. 517 S. Washington Royal Oak, Mich.	12/28/59
Kronbach Shoe Co. 2664 W. Jefferson Trenton, Mich.	6/13/58
Campbell Shoe Store 1138 E. West Maple Rd. Walled Lake, Mich.	12/14/55
Fisher's Shoes 3611 S. Wayne Wayne, Mich.	6/22/56

Minnesota

Warren Shoe Co. c/o Marvin Oreck's 268 Southdale Edina, 10, Minn.	8/27/56
Carl E. Elmquist Shoes, Inc. 1541 E. Lake Minneapolis 7, Minn.	10/4/55
Warren Shoes c/o Jackson Graves Highland Village Ford, Parkway & Cleveland St. Paul, Minn.	8/7/59
Joe Silvia c/o Maurice's Virginia, Minn.	12/2/58
Schusters, Inc. DRA Winona Bootery 57 West Third St. Winona, Minn.	12/16/58